

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

QUAD INT'L, INCORPORATED,

Opposer,

vs.

ANDREA FISCHER,

Applicant.

Opposition No.: 91160119

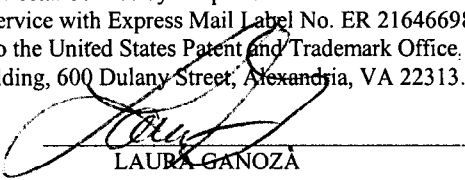
Serial No.: 76/516972

Mark: CHLOE VEVRIER

Published: March 23, 2004

CERTIFICATE OF MAILING

I hereby certify that on **April 15, 2005**, this paper is being deposited with the U.S. Postal Service by "Express Mail Post Office to Addressee" service with Express Mail Label No. ER 216466983 US, for delivery to the United States Patent and Trademark Office, Madison Building, 600 Dulany Street, Alexandria, VA 22313.


LAURA GANOZA

04-15-2005

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OPPOSER'S MOTION FOR SUMMARY JUDGMENT

Pursuant to 37 C.F.R. §§ 2.116(a) and 2.127 and Federal Rule of Civil Procedure 56, Opposer, Quad Int'l Incorporated, ("Opposer") by and through its undersigned counsel, files this Motion for Summary Judgment against Applicant, Andrea Fischer ("Applicant"), and respectfully requests that Applicant's application for registration of Serial No. 76/516972 for CHLOE VEVRIER (the "Challenged Trademark") be refused. In support thereof, Opposer states that there is no genuine dispute as to the following:

1. Opposer invented, created, conceived of and was the first to use the fictitious name and character "Chloe Vevrier" in 1992, and featured the Challenged Trademark in Opposer's print magazine as early as 1992. Opposer is also the owner of the "chloesworld" website and since that website was launched in 1998 to the present, Opposer has continuously and without interruption used the mark CHLOESWORLD as a website prominently displaying

and featuring the Challenged Trademark. In addition, Opposer is the owner of the pending United States trademark application Serial No. 78/397250 for the mark CHLOESWORLD, in Class 41 for "entertainment services, namely providing adult material and viewing thereof, and providing images and editorial content in the field of adult entertainment via a global computer network."

2. On or about May 5, 2003, Applicant filed Application Serial No. 76/516972 to register the Challenged Trademark, CHLOE VEVRIER, in Class 41 in connection with "Entertainment services in the nature of providing a website on the global computer networks featuring information in the field of adult entertainment; providing an online website of information comprising of adult material and viewing thereof; and other adult entertainment related news, facts, trivia and humor." The opposed application alleges a first use date of March, 2003.

3. By virtue of Opposer's prior use, Applicant is not the owner, much less exclusive owner of the Challenged Trademark.

4. In addition, Applicant is not using the Challenged Trademark as trademark or service mark. The name "CHLOE VEVRIER" merely serves as a fictitious name which was invented, created, conceived of, originated by and promoted and advertised by Opposer, not Applicant.

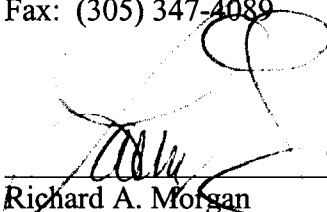
5. Applicant filed Application Serial No. 76/516972 with full knowledge and in complete disregard of Opposer's rights to use name CHLOE VEVRIER and the mark CHLOESWORLD, and in a deliberate and improper attempt to usurp those rights. As a result, Applicant knowingly misled and/or made an incorrect statement regarding her ownership and exclusive use of the Challenged Trademark in the declaration accompanying the Application.

7. Given Opposer's rights to use the Challenged Mark, Opposer will be damaged by the registration of application Serial No. 76/516972 for the Challenged Trademark.

Opposer's Brief in Support of its Motion for Summary Judgment sets forth in detail the reasons why Summary Judgment should be granted. The brief and the accompanying exhibits are attached hereto and are incorporated herein by reference.

Respectfully submitted,

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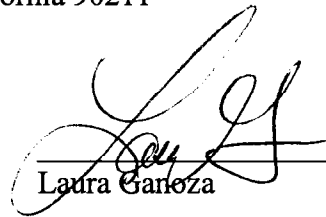


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing MOTION FOR SUMMARY JUDGMENT was served this 15th day of April, 2005, by mailing by first class mail, postage prepaid, to the attorney named below:

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Laura Ganoza

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	:	Opposition No.: 91160119
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	:	Published: March 23, 2004
	:	
ANDREA FISCHER,	:	
	:	
	:	
Applicant.	:	
_____	/	

ORDER

Upon consideration of Quad Int'l Incorporated's Motion for Summary Judgment, it is hereby ORDERED, ADJUDGED and DECREED that application for registration of Serial No. 76/516972 for "CHLOE VEVRIER" be refused.

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LAURA GANOZA

OPPOSER'S BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Opposer, Quad Int'l Incorporated, ("Opposer") by and through its undersigned counsel, files this Brief in Support of its Motion for Summary Judgment and sets forth in detail the reasons why Summary Judgment should be granted.

INTRODUCTION

In the opposed application, Applicant seeks registration of the mark CHLOE VEVRIER (the "Challenged Trademark") for certain entertainment services, namely website services, in International Class 41. Quad opposed the application because Applicant is not the owner, much less exclusive owner, of the Challenged Trademark. Indeed, Opposer has prior rights in the Challenged Trademark. In fact, Opposer conceived of, created and initially used the Challenged Trademark as early as 1992. Moreover, years ago, Opposer was the first to use the Challenged

Trademark in connection with its own website, operating under the trademark CHLOESWORLD.

Apart from these issues of ownership and priority of use, the application must be refused because the Applicant does not use the Challenged Trademark as a trademark. The name "CHLOE VEVRIER" merely serves as a fictitious name which was invented, created, conceived of, originated, promoted and advertised by Opposer, not Applicant.

Finally, the application must be refused because of Applicant's attempted fraud on the Trademark Office. Specifically, Applicant filed Application Serial No. 76/516972 with full knowledge and in complete disregard of Opposer's rights to the Challenged Trademark and its mark CHLOESWORLD. Applicant engaged in such conduct in a deliberate and improper attempt to usurp Opposer's rights. As a result, Applicant knowingly misled and/or made an incorrect statement regarding her ownership and exclusive use of the Challenged Trademark in the declaration accompanying the Application.

For all of these reasons, as more fully set forth below, summary judgment in favor of Opposer should be granted and Applicant's application for registration should be denied

STATEMENT OF UNDISPUTED FACTS

1. Opposer is a leader in the adult publishing industry through its adult print magazines, adult websites and web publications, and adult videos and DVD production. (NOP, ¶ 1).¹

¹ References to the Notice of Opposition will be referred to herein as "NOP, ¶ ____."

2. Applicant is a former model who provided services for Opposer's various print publications, videos and Internet websites. On or about October 1, 2000, Opposer and Applicant entered into an Agreement whereby Applicant agreed to deliver to Opposer exclusive adult content by posing nude for Opposer's magazines, videos and websites on an exclusive basis for a period of two (2) years (the " Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "A," and by this reference incorporated herein.

3. Pursuant to the Agreement, Applicant acknowledged that Opposer's website, operated under the mark CHLOESWORLD, would be the fictitious character CHLOE VEVRIER's exclusive website. *See* Exhibit A, ¶ 2. Applicant further agreed that she had "no right whatsoever to review or control any and all editorial content posted on Chloe's World whether said editorial content is written or photographic." *Id.* at ¶ 6. Accordingly, Opposer has and continues to maintain sole and uninterrupted exclusive right and control over the CHOLESWORLD website and the use of the Challenged Trademark therein.

4. The opposed application contains a first use date of March 2003. Attached hereto as Exhibit "B" is a copy of the opposed application. Applicant now claims that she first used the Challenged Trademark in February of 1992. *See* Applicant's Responses to Opposer's First Set of Interrogatories, Response to Interrogatory No. 1, a true and correct copy of which, along with Opposer's First Set of Interrogatories to Applicant, are attached hereto as Exhibit "C," and by this reference incorporated herein.

5. When asked to provide the amount of United States sales of services offered under the Challenged Trademark since February of 1992, Applicant admitted that the sales in 1992 were earned in connection with modeling services, not the entertainment services listed in

Applicant's First Set of Interrogatories to Opposer, are attached hereto as Exhibit "F," and by this reference incorporated herein.³

9. In addition, the undisputed evidence demonstrates that, apart from the services rendered to Opposer, Applicant did not use the Challenged Trademark as a pseudonym in 1992. Documents produced during these proceedings reveal that, when not working with Opposer, Applicant used her own name or the name "Andrea Irena Fischer." For example, in photographs appearing in October of 1994, Applicant used the name "Andrea Irena Fischer" in connection with a *Bachelor* magazine spread. The excerpt from *Bachelor* magazine, produced by Applicant in discovery, along with Opposer's First Request for Production, and Applicant's Responses to Request for Production are attached hereto as Composite Exhibit "G," and by this reference incorporated herein.

10. Documents produced by Opposer in Response to Applicant's Request for Production No. 1, feature Applicant using the pseudonym "Irena Fischer" in a *New York* magazine published in Germany at least as early as June 1992. A true and correct copy of the excerpt from *New York* magazine, along with Applicant's First Request for Production to Opposer, and Opposer's Responses to Request for Production are attached hereto as Composite Exhibit "H," and by this reference incorporated herein.

11. A review of Opposer's records further reveal that when Applicant initially modeled for Opposer, she had not yet begun to use the Challenged Trademark. See Diary entry of three-day shoot of "Irene Fischer" during the week of May 30, 1992 and the editor's page plan.

³ Pursuant to the Protective Order entered in this matter, the confidential portions of Opposer's discovery responses are redacted and filed under seal.

Although this application was abandoned, Opposer still extensively uses and promotes the mark CHLOESWORLD, and has filed another application for the mark, in Class 41, Serial No. 78/397250, in connection with "entertainment services, namely providing adult material and viewing thereof, and providing images and editorial content in the field of adult entertainment via a global computer network."

14. Applicant's deposition testimony conclusively established that notwithstanding when Applicant began using the Challenged Trademark, Applicant never exercised the requisite control over the Challenged Trademark so as to establish her rights as an owner, much less exclusive owner, of the Challenged Trademark. For example, Applicant testified that she had no control over Opposer's website CHLOESWORLD, during the period including 1998 through at least 2002. In fact, Opposer's website was the exclusive website featuring the Challenged Trademark. Furthermore, Applicant was prohibited from having her own website. *See e.g.*, Exhibit D, Fischer Depo. p. 55, lns. 11-19; p. 59, lns. 5-24; p. 69, lns. 7-11; p. 93, ln 10 - p. 97, ln. 6; p. 123, ln. 12- p. 124, ln. 13; p. 127, ln. 2 - p. 128, ln. 3.

15. At the time Applicant commenced using the Challenged Trademark, the Applicant's use of the Challenged Trademark was to denote her stage name, not a trademark. Excerpts from Applicant's website, www.chloeevrierv.com, demonstrate that the Challenged Trademark is merely used to identify Applicant as the model. In fact, the website states "Chloe Vevrier - the most beautiful big natural breast legend on the net!" *See* Exhibit O. True and correct copies of the webpages are attached hereto as Exhibit "O" and by reference incorporated herein.

16. In an obvious attempt to disassociate herself from Opposer, Applicant makes a point to state in the website that "Chloe Vevrier is not affiliated with score, scoreland,

chloesworld or any other website." *Id.* The need for such a disclaimer only reinforces that fact that the Challenged Trademark is associated more with Opposer's goods and services than that of the Applicant.

17. Based on the foregoing, including the myriad references to record testimony, documents produced during these proceedings and related discovery, Applicant has not and cannot satisfy the legal requisites to establish ownership. Given these realities, Applicant's representations to the Trademark Office regarding her exclusive use of the Challenged Trademark were fraudulent and mandate a refusal of registration.

ARGUMENT

I. STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate where, as in the instant case, there is no genuine issue of material fact and the moving parties are entitled to judgment as a matter of law. Fed.R.Civ.P. 56(c); *Jewelers Vigilance Committee, Inc. v. Ullenberg Corp.*, 853 F.2d 888, 890-91, 7 U.S.P.Q.2d 1628 (Fed. Cir. 1988). This standard for summary judgment is applicable to proceedings before the Trademark Trial and Appeal Board. *Jewelers*, 853 F.2d at 890. As in civil litigation, summary judgment in trademark proceedings is designed to avoid an unnecessary trial. *Exxon Corp. v. National Foodline Corp.*, 579 F.2d 1244, 1246, 198 U.S.P.Q. 407 (CCPA 1978); *Best Lock Corp. v. Schlage Lock Co.*, 413 F.2d 1195, 1199, 162 U.S.P.Q. 552 (CCPA 1969).

II. AS A MATTER OF LAW, APPLICANT CANNOT ESTABLISH THAT SHE IS THE EXCLUSIVE OWNER OF THE CHALLENGED TRADEMARK.

A. Ownership Is Based on Priority of Use of the Mark on Goods/Services.

It is fundamental that in order to register a mark in the Principal Register, an applicant must be an *owner* and must submit a verified statement of ownership of the mark. *See* 15 U.S.C. §1051(a)(3)(A); 37 C.F.R. §2.33(b)(1). *See also Holiday Inn v. Holiday Inns, Inc.*, 534 F.2d 312, 319 n.6 (CCPA 1976) ("One must be the owner of a mark before it can be registered.").

It is axiomatic in trademark law that the standard test of ownership is priority of use. *See Hydro-Dynamics, Inc. v. George Putnam & Co., Inc.*, 811 F.2d 1470 (Fed. Cir. 1987). Trademark ownership depends on whether a party had both actual and first use of the mark. *See e.g. Malibu, Inc. v. Reasonover*, 246 F. Supp. 2d 1008 (N.D. Ind. 2003); *see also Johnny Blastoff, Inc. v. Los Angeles Rams Football Co.*, 188 F.3d 427, 434 (7th Cir.1999) ("The party who first appropriates the mark through use, and for whom the mark serves as a designation of source, acquires superior rights to it.") "Use" is defined as affixing the trademark to the goods, and selling or transporting the marked goods in commerce. *See New England Duplicating Co. v. Mendes*, 190 F.2d 415, 417-18 (1st Cir.1951).

The case of *Malibu, Inc. v. Reasonover* is instructive to these proceedings. The *Malibu* case concerned the aftermath of a severed business relationship between parties involved in a tanning salon and business. After the relationship ceased, the plaintiff sued his former business partners for, among other things, trademark infringement. The plaintiff claimed that he conceived the mark MALIBU TANNING, and that he merely licensed the mark to the company that he controlled. 246 F. Supp. 2d at 1014. The defendants challenged his trademark infringement claim on the ground that he was not the actual owner of the mark. The court agreed

with the defendants and ruled that the plaintiff failed to establish personal use of the mark "MALIBU TANNING" on any goods or services before use of the mark by his company. The court further articulated that:

"Since priority of use is determinative, the question of who originated the mark is immaterial. Therefore, proof of an earlier conception is of no relevance.... The question of who created, or contributed to the creation of, the goodwill of the mark is also immaterial. Thus, the trademark and trade names used by a corporation are owned by the corporation and not by its officers, managers or agents. . . . Mr. Reasonover hasn't carried his burden of establishing that he has any protectable rights in the "Malibu Tanning" trademark for purposes of his claim of trademark infringement under the Lanham Act.

246 F. Supp. 2d at 1015 (internal citations omitted).

The court also rejected the plaintiff's argument that his licensing of the mark established his ownership. "Even though Mr. Reasonover may have given permission to other businesses to use the mark . . . that permission didn't create his ownership rights in the mark, result in ownership of the mark, or establish that he had ownership rights that would permit his licensing of the mark to others. . . . Malibu Tanning, Inc., the corporation, made first use of the mark in commerce to designate the goods and services available at its tanning salon, and, as a result, has rights to the mark. " *Id.* at 1014-15. *See also Compton v. Fifth Ave. Ass'n, Inc.*, 7 F. Supp. 2d 1328, 47 U.S.P.Q.2d 1300 (M.D. Fla. 1998) (noting that the fact that Compton first conceived of the mark "Via Colori" is irrelevant to his ownership of the mark and emphasizing that actual use of the mark is required).

The case of *Johnny Blastoff, Inc. v. Los Angeles Rams Football Co.* is also applicable. 188 F.3d 427. In that case, the plaintiff attempted to assert rights in the mark ST. LOUIS RAMS against the NFL among others. The court denied the plaintiff's claims and ordered that the plaintiff's Wisconsin state trademark registration be cancelled. The court accepted the

defendants' argument that they acquired prior and superior rights in the mark through the public use of the mark, third-party promotion and advertising, and that the public associated the mark with the Rams NFL franchise. Contrary to the defendants' use, the court noted that the plaintiff's insignificant and limited use of the mark "is insufficient to establish a link between the mark and its products." *Id.* at 434.

B. The Undisputed Record Evidence Establishes that Opposer Was the First to Use the Challenged Trademark on the Relevant Goods/Services.

In this case, Applicant's application claims a first use date of March 20, 2003. *See* Exhibit B. Since it is undisputed that Opposer's use of the Challenged Trademark dates back to the early nineties (*See* Exhibits F, L, M and N), Applicant now asserts that she actually conceived of, adopted and began using the name CHLOE VEVRIER in February of 1992. *See* Exhibit C, Responses to Interrogatory No. 1. "Where an applicant seeks to prove a date earlier than the date alleged in its application, a heavier burden has been imposed on the applicant than the common law burden of preponderance of the evidence." *See Hydro-Dynamics*, 811 F.2d at 1473. The burden on the Applicant is to prove an earlier date by clear and convincing evidence. *Id.* Given the undisputed evidence in the record, Applicant's claim is remote and simply fails to satisfying this burden.

Although Applicant claims that she used the Challenged Mark in 1992, Applicant failed to proffer any evidence, apart from documents relating to her involvement with Opposer, to support this contention. Applicant has not demonstrated that she used the Challenged Trademark in connection with the Internet services listed in the application as early as 1992. Her testimony conclusively establishes that she did not begin using the Challenged Trademark in connection with these services until 2003, five years *after* Opposer launched its website featuring the

Challenged Trademark. *See* Exhibit D, Fischer's Depo., p. 123, lns. 18-20. In fact, for at least two years from 2000 to 2002, she was prohibited from having her own website. *See* Exhibit A; Exhibit D, Fischer's Depo., p. 124, lns. 3-6. In addition, Applicant has no evidence of relevant sales or advertising expenditures dating back to 1992. *See* Exhibit E, Supplemental Response to No. 10 and 11.

Applicant will presumably rely upon a Model Release dated May 30, 1992, wherein there is a notation "TO BE CALLED: CHLOE VEVRIER."⁴ Attached hereto as Exhibit "P" is a copy of this Model Release. There are myriad reasons why this lone document fails to establish Applicant's ownership of the Challenged Trademark. First, this release was signed in Germany, and therefore does not denote "use" in the United States. Even if this Release were signed in the United States, this notation does not establish that Applicant used or adopted the mark in connection with any goods or services. Additionally, the notation may not have been included on the document at the time it was executed. At best, this document evidences that it was decided that Applicant would be called "CHLOE VEVRIER" at some point in time. As set forth above, mere creation, or discussion of a trademark does not create priority rights. *See Hydro-Dynamics*, 811 F.2d at 1473. There must be actual use by affixing the trademark to the goods, and selling or transporting the marked goods in commerce. *See New England Duplicating Co.* 190 F.2d at 417-18. Applicant can establish no such use.

Conversely, the undisputed evidence demonstrates that in 1992, Opposer was the party that used the Challenged Trademark in commerce. The May 1992 Model Release is in favor of Mr. John Graham. John Lee-Graham is one of Opposer's principals. *See* Exhibit K, Fox Decl. at ¶¶ 5, 6. Moreover, Opposer's records reveal that this release was issued in connection with a

three-day photo shoot of Applicant, at the very time she was being called "Irene Fischer" during the week of May 30, 1992. See Exhibit I, Diary entry of three-day shoot. Photos of the Applicant were eventually used in the 1993 issue of *SCORE* magazine where Opposer first used the Challenged Trademark in its print publications. See Exhibit J, the editor's page plan for the January 1993 issue of *SCORE*; See Exhibit M, copies of excerpts of magazine. Accordingly, it is abundantly clear that Opposer was the first to use the Challenged Trademark in connection with goods. In 1992, the Applicant did not "use" this mark in the trademark sense.

The record evidence is clear that the public does not associate with Challenged Trademark exclusively with the Applicant. The fact that Applicant deemed it necessary to include a disclaimer in her website noting that she is not associated with Opposer speaks volumes for the strength of the public's association of the Challenged Trademark with Opposer. See Exhibit O, Excerpts from Applicant's website.

Based on the foregoing, it is clear that Opposer's rights are far superior to Applicant's and that the latter cannot claim to be the exclusive owner of the Challenged Trademark.

C. The Undisputed Record Evidence Establishes Applicant Exercised No Control Over the Use of the Challenged Trademark.

To the extent Applicant intends to argue that Applicant is the exclusive owner who merely licensed the use of the Challenged Trademark to Opposer and/or other, this argument must be rejected. As noted in *Malibu, Inc. v. Reasonover*, merely giving someone permission to use the mark does not establish ownership. 246 F. Supp. 2d at 1014-15. Ownership must come from use, which Applicant has not and cannot establish. Even assuming, *arguendo*, that

⁴ There is no evidence in the record as to when this notation was actually placed on the Release.

Applicant can establish priority of use, Applicant's complete and utter lack of control over the use of the Challenged Trademark eviscerates her claim to exclusive ownership.

It is well established that when the owner of a trademark licenses the mark to others, he retains a duty to exercise control and supervision over the use of the mark" *See Siegel v. Chicken Delight, Inc.*, 448 F.2d 43, 51 (9th Cir. 1971) (emphasizing that that "to permit inferior products to the public under his licenses mark might well constitute misuse of the mark"); *Halo Management, LLC v. Interland, Inc.*, 308 F. Supp. 2d 1019, 1028 (N.D. Cal.2003) (noting that a "trademark holder may *not* grant a license and remain protected, however, when he/she grants an 'uncontrolled or 'naked' license, i.e., a license that fails to exercise adequate quality control over the licensee); *see also McCarthy on Trademarks and Unfair Competition* § 17:6, at 17-9 (4th ed. 2003) ("Licensing a mark without adequate control over the quality of the goods or services sold under the mark by the licensee may cause the mark to lose its significance as a symbol of equal quality--hence, abandonment.").

Because "naked" licensing "is purely an involuntary forfeiture of trademark rights," courts have not required evidence of "any subjective intent to abandon the mark." *Halo Management*, 308 F. Supp. 2d at 1029 (quoting *McCarthy* § 18:48 at 18-76-18-78). Thus, a party may lose the protection of the mark without even intending to do so. *Id.* In *Halo*, for example, the court found that regardless of the alleged trademark owner's "plain . . . desire to maintain the 'positive business value' of its mark," neither the license agreement, nor the plaintiff's extracontractual-conduct suggested that it maintained quality control of the goods and services bearing is mark. *Id.*

As noted throughout, Applicant had absolutely no right to control the use of the Challenged Trademark. The exclusive agreement with Opposer in 2000 expressly states that

Applicant had "no right whatsoever to review or control any and all editorial content posted on Chloe's World whether said editorial content is written or photographic." Exhibit A, at ¶ 6. Even prior to that, however, the model releases Applicant executed establish that Opposer had the "unconditional and irrevocable right to use, copyright and publish any photographs of [Applicant], **accompanied by either my real name or by a fictitious name.**" See October 26, 1993, Model Release between Opposer and Applicant, a copy of which is attached hereto as Composite Exhibit "Q," and incorporated herein. The model release further states that Applicant **"waive[s] any right to inspect or approve the manner in which my photographs or accompanying material appears in printed form."** Exhibit Q.

Most damaging to Applicant's case, however, is her deposition testimony. Applicant repeatedly admitted that she had no control over Opposer use of the Challenged Trademark. For example, with respect to Opposer's website CHLOESWORLD, which, from 1998 though at least 2002, was the exclusive website featuring Challenged Trademark, Applicant testified as follows:

Q: What is Chloe's World?

A: It is a website that contains Score's photographs and videos that they shot of me.

Q: And how long has it been in existence?

A: I don't know. I think it was founded in '98. I think. I don't know.

Q: And what involvement do you have with Chloe's World?

A: Currently, none.

Q: And did you ever have any involvement?

A: I was modeling for Chloe's World.

Q: And other than modeling for Chloe's World, did you have any decision-making authority.

A: No.

* * *

Q: Did you have any quality control over your pictures?

A: No. No.

Exhibit D, Fischer Depo. p. 96, ln. 8 - p. 97, ln. 6. Although Applicant protested in her deposition that she attempted to exercise control by voicing her displeasure with the use of the Challenged Trademark in certain occasions, these "minimal efforts to monitor quality" are woefully insufficient. *See Halo*, 308 F.Supp.2d at 1030. Given the language of the agreements at issue and Applicant's own extra-contractual conduct, both of which evidence Applicant's complete lack of quality control, it is clear that Applicant is not the owner, much less exclusive owner, of the Challenged Trademark.

For all of these reasons, Applicant is unable to prove the most fundamental requirements for trademark registration -- ownership/priority of use. Accordingly, Applicant's registration must be refused.

III. APPLICANT DOES NOT USE THE NAME CHLOE VEVRIER AS A TRADEMARK.

Personal names (actual names and pseudonyms) of individuals function as marks only if they identify and distinguish the services recited in the application and not merely the individual. As stated by the Board in *In re Mancino*, 219 USPQ 1047, 1048 (TTAB 1983), while "an individual's name may function to identify both the individual and the goods sold or services rendered by that individual," such a name "may be registrable as a trademark or service mark only if the specimens of use filed with the application demonstrate trademark or service mark use of the individual's name." *See also In Re Parham*, 2003 WL 21207453,*3 (TTAB 2003). If,

however, the specimens of use demonstrate that an individual's name is used "merely to identify the particular individual who endorses the goods or performs the services set forth in the application," then the individual's name is not registrable as a trademark or service mark. *Id.*; *Compare In re Lee Trevino Enterprises, Inc.*, 182 USPQ 253, 253 (TTAB 1974)(registration refused because specimen did not show use of LEE TREVINO designation set off in a trademark manner, but rather only as part of textual reference to the applicant) *with In re Carson*, 197 U.S.P.Q. 554 (TTAB 1977) (allowing the registration of JOHNNY CARSON because the specimens used the name "presented in a technical service manner in close association with a clear reference (i.e. 'IN CONCERT') to entertainment services to be performed by him")

In the instant case, neither Applicant's specimens, nor her actual use of the Challenged Trademark through her website, identify and distinguish the services recited in the application. To the contrary, the Challenged Trademark merely identifies her as an individual. *See* Exhibit B, Specimens submitted with opposed application; Exhibit O, Excerpts of Applicant's website www.chloevevriar.com. For example, the portions of Applicant's website submitted with the application merely identify the domain name very prominently, chloevevriar.com, but they do not identify any specific services Applicant is offering. A newspaper advertisement, once again more prominently displaying the domain name than anything else, merely states "The Legend has a new website for you!" The actual name CHLOE VEVRIER is not set off in a trademark manner at all.

Upon viewing the website it is clear that the Challenged Trademark is simply used to designate Applicant as an individual. *See* Exhibit O, Excerpts of Applicant's website www.chloevevriar.com. For example, the website states "Chloe Vevrier - the most beautiful big natural breast legend on the net!" *Id.* The website narrates the story of Chloe Vevrier -- "you

will find all you ever wanted to know about me, Chloe Vevrier." *Id.* She advises visitors who enjoy looking at large breasts, that "Chloe Vevrier is the girl for you." *Id.* In addition, the Applicant includes her signature "Chloe" in various website pages, clearly denoting its use as her name. Obviously, Applicant's use of the Challenged Trademark both in the specimens she submitted to the Trademark Office, and in actual use in commerce, do not sufficiently identify the services she claims to be rendering.

Accordingly, she is not using the Challenged Trademark as a *service mark* and her application must be refused.

IV. APPLICANT'S FRAUD ON THE TRADEMARK OFFICE MANDATES REFUSAL OF THE REGISTRATION.

In an application based on §1(a), the verified statement must allege that the verifier *believes the applicant to be the owner of the mark* and that no one else, to the best of his or her knowledge and belief, has the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when applied to the goods or services of the other person, to cause confusion or mistake, or to deceive. *See* 15 U.S.C. § 1051 (a)(1)(A). A trademark applicant engages in fraud by procuring a registration by making false or misleading material representations of fact in his/her declaration. *Torres v. Cantine Torresella S.r.l.*, 808 F.2d 46 (Fed. Cir. 1986). If an applicant knowingly makes inaccurate or misleading statements in the verified declaration accompanying the application, the registration is subject to rejection.

To establish that a mark was fraudulently registered/or applied for, a party must prove two things by clear and convincing evidence. First, the party must identify a deliberate attempt by the registrant to mislead the PTO, identifying statements or representations that prove more than mere error or inadvertence. *See, e.g., Orient Express Trading Co. v. Federated Dep't*

Stores, Inc., 842 F.2d 650, 653 (2nd Cir. 1988). Second, the party must show that misstatements were made "with respect to a material fact--one that would have affected the PTO's action on the applications." *Id.* The appropriate inquiry is therefore does not involve the registrant's subjective intent, but rather the objective manifestations of that intent. "We recognize that it is difficult, if not impossible, to prove what occurs in a person's mind, and that intent must often be inferred from the circumstances and related statement made by that person." *First International Services Corporation v. Chuckles, Inc., Db a Sukesha* 1988 WL 252292 (TTAB 1988); *General Car and Truck Leasing Systems Inc. v. General Rent-A-Car, Inc.*, 1990 WL 359368 (S.D. Fla. 1990) ("proof of specific intent to commit fraud is not required, rather, fraud occurs when an applicant or registrant makes a false material representation that the applicant or registrant knew or should have known was false"); *Western Farmers Association v. Loblaw Inc.* 1973 WL 19717 (TTAB 1973).

"An applicant signed his/her application under penalty of fine or imprisonment, or both, . . . and knowing that such willful false statements may jeopardize the validity of the application or any resulting registration. . . . Statements made with such degree of solemnity clearly are -- or should be -- investigated thoroughly prior to signature and submission to the USPTO." *Medinol Ltd. v. Nwueo Vasx, Inc.*, 2003 WL 21189780 (TTAB May 13, 2003).

The undisputed facts in the instant case establish that Applicant knew or should have known at the time she submitted her verified application, that she was not the only one who has the right to use the Challenged Trademark in commerce. Applicant has signed myriad model releases which allow all holders to use the fictitious name CHLOE VEVRIER in any manner legally appropriate. *See* Exhibit Q, containing a collection of model releases signed by

Applicant. Applicant herself admitted that she was "mass marketed" by Opposer, and others. *See* Exhibit D, Fischer Depo. p. 129, lns. 17- p. 130, ln. 4.

There is no dispute that Opposer's website, featuring the Challenged Trademark, has been in continuous use in commerce since it was launched in 1998. There is no dispute that from at least 2000 to 2002, this was to be the exclusive website to feature the Challenged Trademark. *See* Exhibit A. There is also no dispute that Opposer's website is currently in operation and that Applicant is aware of this fact. In fact, Opposer's website is still experiencing heavy traffic. *See* Exhibit P, Iyoho Decl., Ex. 2. It is also undisputed that Applicant recognizes the notoriety Opposer has established in the Challenged Trademark. Applicant must. Otherwise, she would have no reason to include a disclaimer in her website that she is not associated with Opposer. *See* Exhibit O.

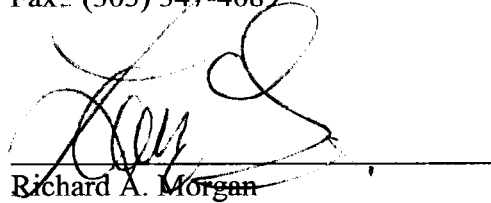
In light of these undisputed facts, there is no justifiable basis for Applicant to verify, under penalty of losing her application, that she is the only person with the right to use the Challenged Trademark. Applicant committed fraud on the Trademark Office by making material representations in her declaration which she knew, or should have known, to be false or misleading. For this reason alone, her application must be rejected.

CONCLUSION

Applicant seeks registration for a mark to which she has no exclusive rights. Applicant must not be permitted to register a service mark, that is nothing more than a mere pseudonym, and over which Opposer has superior rights in any case. In addition, an applicant who knowingly makes a false statement to the Trademark Office should not be rewarded with a registration. As a result, summary judgment in favor of Opposer should be granted and Applicant's application for registration should be denied.

Respectfully submitted,

BUCHANAN INGERSOLL P.C.
Attorneys for Opposer
Bank of America Tower, 34th Floor
100 Southeast Second Street
Miami, Florida 33131
Tel: (305) 347-4080
Fax: (305) 347-4089

A handwritten signature in black ink, appearing to read "R. Morgan", is written over a horizontal line.

Richard A. Morgan
Florida Bar No.: 836869
morganra@bipc.com
Laura Ganoza
Florida Bar No.: 0118532
ganozal@bipc.com

EXHIBIT LIST

Exhibit A	October 1, 2000 Agreement
Exhibit B	May 19, 2003 Trademark Application
Composite Exhibit C	Applicant's Responses to Opposer's First Set of Interrogatories and Opposer's First Set of Interrogatories to Applicant
Exhibit D	Transcript of Deposition of Andrea Fischer, dated November 15, 2004
Exhibit E	Applicant's Supplemental Responses to Opposer's First Set of Interrogatories
Composite Exhibit F	Opposer's Responses to Applicant's First Set of Interrogatories and Applicant's First Set of Interrogatories to Opposer
Composite Exhibit G	Excerpt from <i>Bachelor</i> magazine; Applicant's Responses to Opposer's First Request for Production; and Opposer's First Request for Production to Applicant
Composite Exhibit H	Excerpt from <i>New York</i> magazine; and Opposer's Responses to Applicant's First Request for Production and Applicant's First Request for Production to Opposer
Exhibit I	Diary entry of three-day shoot of "Irene Fischer" during the week of May 30, 1992
Exhibit J	Editor's page plan for the January 1993 issue of <i>SCORE</i> magazine
Exhibit K	Declaration of John C. Fox
Exhibit L	January 1993 special edition issue of <i>Best of SCORE</i>
Exhibit M	January 1993 issue of <i>SCORE</i>
Exhibit N	Excerpts of Opposer's website

Exhibit O Excerpts from Applicant's website

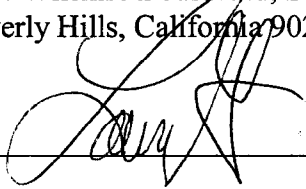
Exhibit P Model Release dated May 30, 1992

Composite
Exhibit Q Compilation of Model Releases signed by Applicant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT was served this 15th day of April, by mailing by first class mail, postage prepaid, on the attorney named below:

Michael A. Painter, Esq.
Isaacman, Kaufman & Painter
8484 Wilshire Boulevard, Suite 850
Beverly Hills, California 90211





4931 SW 75 Avenue

Miami, FL 33155

(305) 662-5959

FAX (305) 662-5952

THIS AGREEMENT ("Agreement"), dated to be effective as of October 1, 2000, is made by and between Andrea Fischer/aka Chloe Vevrier, a German resident ("Fischer") and Quad Int'l., Incorporated/dba The SCORE Group ("TSG"), a Florida corporation with a principal place of business in Miami, Florida.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration the sufficiency of which is hereby acknowledged as of the date above written, it is hereby agreed between the parties:

1. TSG agrees to pay Fischer, the sum of \$2,000 U.S. dollars per month for two years, the first payment to be forwarded to Fischer on or before October 1, 2000 and the final payment to be forwarded to Fischer on or before November 1, 2002.
- 2) Fischer, agrees that "Chloe's World," a website wholly owned by TSG and operated by TSG or any other entity or agent TSG, in its sole election, so designates, will be Fischer's exclusive website. Additionally, Fischer covenants that she will not assist or otherwise provide to any other website in the world editorial content or photographs in any form or fashion, whether still, video or electronic, during the term of this Agreement without first receiving the express, written consent of TSG.
- 3) Fischer agrees that, during the term of this Agreement, she will not pose or promise to pose, whether by oral or written contract, for any images, including but not limited to print, video or electronic, without first receiving the express, written consent of TSG.
- 4) Fischer agrees to provide TSG with a monthly diary and personal photographs of at least 20 different images per month to supplement the diary during the course of this Agreement.
- 5) Fischer agrees that she shall provide TSG with the names, addresses and any contact information whatsoever of any other website that she has provided content to, said content to include but not be limited to video, images and/or editorial. Fischer agrees that she shall also provide a detailed accounting of the content to the satisfaction of TSG.
- 6) Fischer agrees that she will provide editorial content to TSG that TSG determines, in its sole discretion, to be integral to Chloe's World, said editorial content to be produced and delivered to TSG by Fischer as expeditiously as possible or within a reasonable frame to be determined by TSG. TSG reserves the right to post editorial content created solely at TSG's discretion and Fischer hereby agrees that she and/or any entity acting on her behalf shall have no right whatsoever to review or control any and all editorial content posted on Chloe's World whether said editorial content is written or photographic.

AF7

Quad Int'l, Inc., Opposer
v.
Andrea Fischer, Applicant
Opposition No.: 91160119
OPPOSER'S EXHIBIT
A

Quad v Fischer
OPPOSER
Fischer
EXHIBIT NO. 11
10034 11/15
D. JANNIERE

Ex 11

7) Fischer agrees that she will travel to Miami, Florida to pose on four occasions— twice annually during the term of this Agreement or on any date to be determined by TSG in its sole discretion. Fischer and TSG agree that each "posing session" contemplated by this Paragraph Seven of this Agreement shall consist of at least 15 days of still and/or video photography and TSG agrees to compensate Fischer the sum of One Thousand U.S. Dollars (\$1,000.00) for every day she physically poses while in Miami pursuant to this Agreement, the duration and length of any posing to be solely at the discretion of TSG. TSG agrees, pursuant with this Paragraph Seven of this Agreement, that it shall be responsible for Fischer's airfare to and from Miami, Florida at a time, date and class to be determined by TSG and reasonable accommodations while in Miami for the purposes of satisfying Fischer's obligations pursuant to this Agreement.

A. Fischer agrees that she shall fly to Miami pursuant to the terms of Paragraph Seven of this Agreement for the first "posing session" no later than Oct. 15, 2000, or at any date to be determined by TSG, the remaining three "posing sessions" to be upon a date to be determined by TSG upon thirty (30) days notice to Fischer.

B. Fischer agrees that the general content of the posing contemplated by this Paragraph Seven of this Agreement is nude modeling, but she acknowledges that TSG will require some posing to be characterized and generally understood to include but not be limited to light bondage and anal and vaginal penetration with fingers ~~and sex toys~~ ^{only, except, variety} and Fischer agrees that this posing is acceptable to her and she agrees that she shall conduct herself in a professional manner during the posing contemplated by this Paragraph Seven of this Agreement.

8. Fischer and TSG agree that, if Fischer fails to satisfy any of the obligations contained in this Agreement to the sole satisfaction of TSG, TSG may terminate this Agreement upon seven days written notice, notice to be deemed effective upon dispatch through electronic mail or courier service.

9. Fischer and TSG agree that nothing in this Agreement is intended by the parties to create or constitute a joint or collaborative venture or partnership of any kind, nor shall anything in this Agreement be construed as constituting or creating any such joint or collaborative venture or partnership between Fischer and TSG, nor shall any party have any right, apparent or otherwise, to bind the other party in any manner, except to the extent allowed by this Agreement.

10. This Agreement, and the right and obligations contained herein, may not be transferred or assigned in any manner by Fischer without first obtaining the express, written consent of TSG.

11. In the event any provision of this Agreement and/or any of the Documents is held to be unenforceable or invalid under applicable law, such provision may be stricken and shall not invalidate the remaining provisions hereof.

12. This Agreement shall be governed by the laws of the State of Florida. In the event of any dispute, venue shall be in an appropriate state court in the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in Miami, Florida as of the date above written.

FOR QUAD INT'L., INCORPORATED
DBA THE SCORE GROUP

WITNESSES

SIGNATURE

PRINT NAME/TITLE John C. Fox, President

FOR ANDREA FISCHER/AKA CHLOE VEVRIER

SIGNATURE

PRINT NAME Andrea Fischer

Michael Uarte

Maylen Roque

WITNESSES

PTO Form 1478 (Rev 9/98)
OMB Control #0651-0009 (Exp. 08/31/2004)



Trademark/Service Mark Application*

05-19-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #31

*** To the Commissioner for Trademarks ***

<DOCUMENT INFORMATION>
<TRADEMARK/SERVICEMARK APPLICATION>
<VERSION 1.22>

<APPLICANT INFORMATION>
<NAME> Andrea Fischer
<STREET> 13428 Maxella Ave. #258
<CITY> Marina del rey
<STATE> CA
<COUNTRY> USA
<ZIP/POSTAL CODE> 90292
<E-MAIL ADDRESS> info@chloevevriier.com
<AUTHORIZE E-MAIL COMMUNICATION> Yes

<APPLICANT ENTITY INFORMATION>
<INDIVIDUAL: COUNTRY OF CITIZENSHIP> Germany

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK>  CHLOE VEVRIER

<TYPED FORM> Yes
~ Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §1051 et seq., as amended). ~

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>
<USE IN COMMERCE: SECTION 1(a)> Yes
~ Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods/services. (15 U.S.C. §1051(a), as amended.). Applicant attaches one SPECIMEN for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services. ~
<SPECIMEN DESCRIPTION> advertising card, copy of paid ad placement, and screen shots of website pages.
<INTERNATIONAL CLASS NUMBER> 041
<LISTING OF GOODS AND/OR SERVICES> www.chloevevriier.com Entertainment services in the nature of providing a website on the global computer networks featuring information in the field of adult entertainment; providing an online website of information comprising of adult material and viewing thereof, and other adult entertainment related news, facts, trivia and humor.
<FIRST USE ANYWHERE DATE> 03/20/2003

76516972

Quad Int'l, Inc., Opposer
v.
Andrea Fischer, Applicant
Opposition No.: 91160119
OPPOSER'S EXHIBIT
B

<FIRST USE IN COMMERCE DATE> 03/20/2003

<FEE INFORMATION>

<TOTAL FEES PAID> 335

<NUMBER OF CLASSES PAID> 1

<NUMBER OF CLASSES> 1

<LAW OFFICE INFORMATION>

~ The USPTO is authorized to communicate with the applicant at the below e-mail address ~

<E-MAIL ADDRESS FOR CORRESPONDENCE> info@chloevevriar.com

<SIGNATURE AND OTHER INFORMATION>

~ **PTO-Application Declaration:** The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true. ~

<SIGNATURE>

Andrea Fischer

* please sign here*

<DATE>

5/14/03

<NAME>

Andrea Fischer

<TITLE>

Owner

The information collected on this form allows the PTO to determine whether a mark may be registered on the Principal or Supplemental register, and provides notice of an applicant's claim of ownership of the mark. Responses to the request for information are required to obtain the benefit of a registration on the Principal or Supplemental register. 15 U.S.C. §§1051 et seq. and 37 C.F.R. Part 2. All information collected will be made public. Gathering and providing the information will require an estimated 12 or 18 minutes (depending if the application is based on an intent to use the mark in commerce, use of the mark in commerce, or a foreign application or registration). Please direct comments on the time needed to complete this form, and/or suggestions for reducing this burden to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington D.C. 20231. Please note that the PTO may not conduct or sponsor a collection of information using a form that does not display a valid OMB control number.

Mark Information

Before the USPTO can register your mark, we must know exactly what it is. You can display a mark in one of two formats:

(1) typed; or (2) stylized or design. When you click on one of the two circles below, and follow the relevant instructions, the program will create a separate page that displays your mark once you validate the application (using the Validate Form button at the end of this form). You must print out and submit this separate page with the application form (even if you have listed the "mark" in the body of the application). If you have a stylized mark or design, but either you do NOT have a GIF or JPG image file or your browser does not permit this function, check the box to indicate you do NOT have the image in a GIF or JPG image file (and then see the special help instructions).

WARNING: AFTER SEARCHING THE USPTO DATABASE, EVEN IF YOU THINK THE RESULTS ARE "O.K.," DO NOT ASSUME THAT YOUR MARK CAN BE REGISTERED AT THE USPTO. AFTER YOU FILE AN APPLICATION, THE USPTO MUST DO ITS OWN SEARCH AND OTHER REVIEW, AND MIGHT REFUSE TO REGISTER YOUR MARK.

	<p><u>Typed Format</u></p>	<p>Click on this circle if you wish to register a word(s), letter(s), and/or number(s) in a format that can be reproduced using a typewriter. Also, only the following common punctuation marks and symbols are acceptable in a typed drawing (any other symbol, including a <u>foreign diacritical mark</u>, requires a stylized format):</p> <p>. ? " - ; () % \$ @ + , ! ' : / & # * = []</p> <p>Enter the mark here: NOTE: The mark must be entered in <u>ALL upper case letters</u>, regardless of how you actually use the mark. E.g., MONEYWISE, not MoneyWise.</p> <div style="border: 1px solid black; padding: 2px;">CHLOE VEVRIER</div>
<p style="text-align: center;">* Mark</p>	<p><u>Stylized or Design Format</u></p>	<p>Click on this circle if you wish to register a stylized word(s), letter(s), number(s), and/or a design.</p> <p>Click on the 'Browse' button to select <u>GIF or JPG image file</u> from your local drive that shows the complete, overall mark (i.e., the stylized representation of the words, e.g., or if a design that also includes words, the image of the "composite" mark, NOT just the design element). Do NOT submit a <u>color</u> image.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Check this box if you do NOT have the image in a GIF or JPG image file, and click <u>here</u> for further instructions.</p> <p>For a stylized word(s) or letter(s), or a design that also includes a word(s), enter the <u>LITERAL element</u> only of the mark here:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>



05-19-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #51

76516972

TRADEMARK APPLICATION SERIAL NO.

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

05/30/2003 KSONCHAH 00000138 76516972

01 FC:6001

335.00 DP

*EMBEDDED
MARK*

PTO-1555
(5/87)

U.S. Patent & TM Ofo/TM



76516972



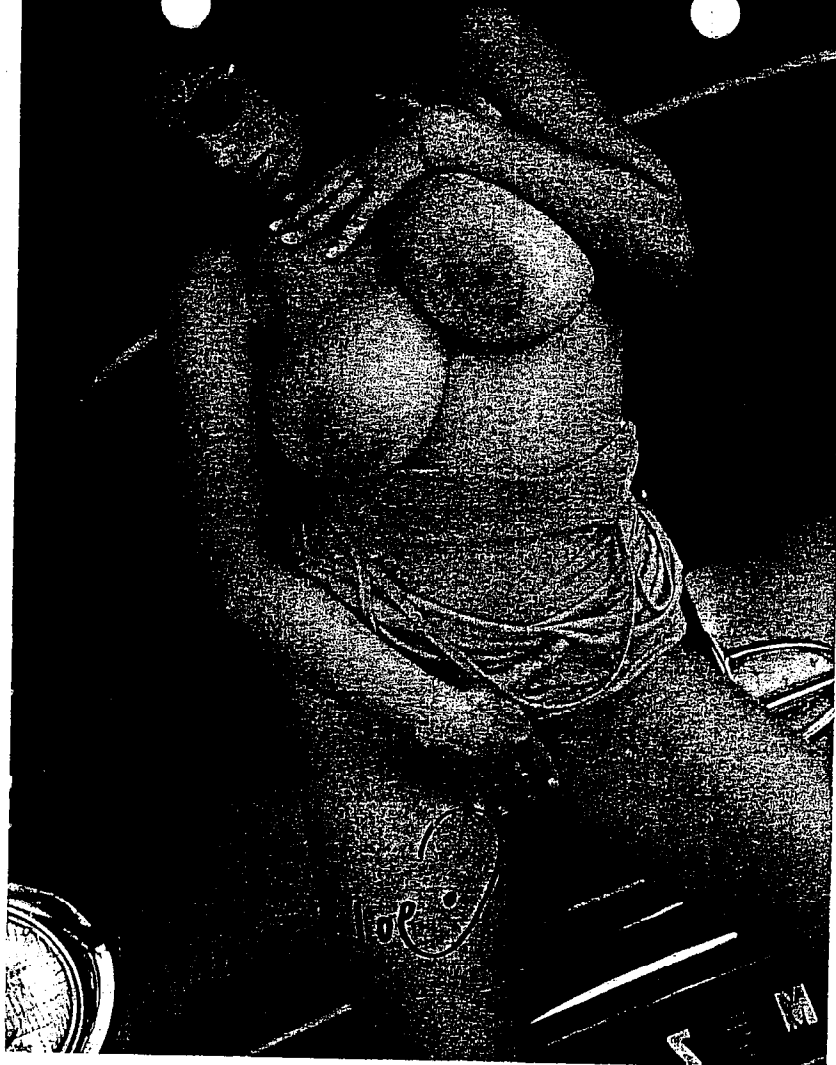
CHLOEEVIER.COM

The sexiest all natural 36GG on the net.

The legend is back!

www.chloeavier.com

CHLOEVEVRIER.COM



CHLOE VEVRIER



COM

100% COTTON

Welcome

Over the past 10 years, the world has seen some of the most amazing and inspiring people in history. We have seen people who have changed the world and inspired others to do the same. We have seen people who have made a difference in the lives of others. We have seen people who have made a difference in the world. We have seen people who have made a difference in the lives of others. We have seen people who have made a difference in the world.

My Latest Updates.



her story



faq news friends

Born and raised in East Germany, with a body that caused extreme attention since.

I was a young teenager, modeling became a way not only to raise the would earn money for my study and education, but also to earn to attract the attention that I caused. I couldn't have ever imagined that this would make me so famous.

I did so much in my life beside the modeling career, I worked as a secretary in a technical office, an underground strip-club dancer, presenter, translator, student in political science and philosophy, housewife, scientific assistant in medical research, farmer in Greece, where I grew olives, photographer, actress, model, contributor for various magazines, travel blogger, writer... and most of all I was very much a woman, a poet, in search, believer in the good and devoted to only one truth: LOVE.

Much was written about me, sudden fame. Usually people take a piece of information and make their own story out of it. That had to do only very little with me. Read on when I take you through the story of my life and modeling career, and how everything began...





private diary

I discovered this diary from a whole new perspective. It's like a conversation.

This is an unique insight into my private side.

See the real girl!

Reading my letters, where I share my deepest secrets, my thoughts, and reflections.

I hope you may find a little piece into my heart and to the world.

Chloe.



QUAD INT'L., INCORPORATED,
:
:
Opposer,
:
:
vs.
:
Opposition No. 91/160,119
:
ANDREA FISCHER,
:
:
Applicant.
:
:

Applicant, ANDREA FISCHER, hereby objects and responds to Opposer's First Set of Interrogatories as follows:

1. Applicant's objections to Opposer's First Set of Interrogatories are made to the best of her present knowledge, information and belief. Said objections are at all times subject to such additional or different information that discovery or further investigation may disclose and, while based on the present state of her recollection, are subject to such refreshing of recollection and such additional knowledge of facts, as may result from its further discovery or investigation. Therefore,

ANDREA FISCHER reserves the right to make use of, or to introduce at any hearing or trial, information and/or documents responsive to Opposer's First Set of Interrogatories but discovered subsequent to the date of this response, including, but not limited to any such information or documents obtained in discovery hearing.

2. Applicant reserves all objections or other questions as to the competency, relevance, materiality, privilege or admissibility as evidence at trial.

3. Applicant objects to interrogatories seeking information protected by the attorney-client privilege or the work-product doctrine. Such information shall not be provided in response to Opposer's First Set of Interrogatories and any inadvertent disclosure shall not be deemed a waiver of any privilege with respect to such information.

4. Applicant objects to any interrogatory containing subparts, or which is compound, conjunctive or disjunctive. Any such interrogatory will be broken down into its individual questions for purposes of determining Opposer's compliance with the Rules directed to the number of interrogatory requests which may be propounded.

5. Applicant objects to any interrogatory which seeks information and/or the identification of documents provided in confidence to it by third parties which embody material that is private, business confidential, proprietary, or a trade secret,

and which she has agreed not to disclose or disseminate, on the grounds that such information and/or documents are privileged.

6. Applicant objects to any interrogatory which fails to define a relevant time period or limit herself to information regarding activities within the United States. Any such interrogatories are overly broad, seek irrelevant information not calculated to lead to the discovery of admissible evidence, and would subject Applicant to unreasonable and undue annoyance, oppression, burden and expense.

7. Applicant objects to all instructions, definitions and interrogatories to the extent they purport to impose discovery obligations beyond those imposed by the Federal Rules of Civil Procedure.

8. Applicant objects to these interrogatories to the extent they seek information that is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence. To the extent that Applicant responds to these interrogatories, Applicant does not concede the information provided is relevant to this proceeding.

9. Applicant objects to all instructions, definitions or interrogatories to the extent that they use or define terms inconsistently with Applicant's interpretation of those terms. Applicant in no way adopts or accepts any of Opposer's definitions by responding to these interrogatories or otherwise.

"1. Specify the date Applicant "created, adopted and commenced the use of the name CHLOE VEVRIER" as alleged in paragraph 32 of Applicant's Answer to Notice of Opposition, and identify any documents referring to or evidencing this date."

RESPONSE TO INTERROGATORY NO. 1:

February, 1992.

"2. Explain how you decided to adopt the name CHLOE VEVRIER as alleged paragraph 32 of Applicant's Answer to Notice of Opposition."

RESPONSE TO INTERROGATORY NO. 2:

Prior to 1992, Applicant had gained substantial popularity as a result of photographs that appeared in leading magazines throughout the world. As a result of publicity, Applicant elected to use a professional name in lieu of her given name. Applicant created and selected to use the name CHLOE VEVRIER for the purpose of designating her professional activities.

"3. Identify all individuals who have knowledge of when, and under what circumstances, Applicant "created, adopted and commenced the use of the name CHLOE VEVRIER" as alleged in paragraph 32 of Applicant's Answer to Notice of Opposition, and

for each person identified, set forth the nature of their knowledge."

RESPONSE TO INTERROGATORY NO. 3:

Dr. Dieter Broers, 3962 Unterlembach 67 Austria;
Jo Sass, current address unknown;
Roman Leitner, Erich Weinert Str. 8, 10439 Berlin,
Germany.

"4. Describe the manner in which the services offered under the Trademark are sold including the channels of trade, description of purchasers and potential purchasers and manner in which the services are advertised and/or promoted."

RESPONSE TO INTERROGATORY NO. 4:

Applicant's services under the trademark are marketed on the Internet site designated by the domain name chloevevrier.com, through the marketing of photographic images to magazines, and through appearances in video products and merchandising.

"5. Identify all documents which will be relied upon by Applicant in connection with the allegations of Paragraph 32 of the Applicant's Answer to Notice of Opposition."

RESPONSE TO INTERROGATORY NO. 5:

As of the date of this Response, it is Applicant's intent to rely upon model releases, publications in which Applicant's photographs appeared and contracts. See Bates Nos. AF1 - AF101, inclusive.

"6. Identify all documents which will be relied upon by Applicant in connection with the allegations of Paragraph 33 of the Applicant's Answer to Notice of Opposition."

RESPONSE TO INTERROGATORY NO. 6:

Model Release and Agreement between Applicant and Opposer dated October 1, 2000 (See Bates Nos. AF2, AF7 - AF9).

"7. State the annual United States sales in terms of dollars for the services offered under the Trademark, since the date of first use."

RESPONSE TO INTERROGATORY NO. 7:

Applicant objects to Interrogatory No. 7 on the grounds the information sought is confidential business information. Applicant further objects to Interrogatory No. 7 on the grounds the information sought is neither relevant to this proceeding nor will it lead to the discovery of admissible evidence.

"8. State the total amount spent each year by Applicant to advertise in the United States the services sold under the Trademark, since the date of first use."

RESPONSE TO INTERROGATORY NO. 8:

Applicant objects to Interrogatory No. 8 on the grounds the information sought is confidential business information. Applicant further objects to Interrogatory No. 8 on the grounds the information sought is neither relevant to this proceeding nor will it lead to the discovery of admissible evidence

"9. Is Applicant or its counsel aware of any instance of actual confusion between Opposer's trademark CHLOESWORLD or services used in connection with the mark and the Trademark or services bearing that mark? If so, describe such instance(s)."

RESPONSE TO INTERROGATORY NO. 9:

Opposer previously referred to the site designated as CHLOESWORLD as the official site of Chloe Vevrier. This led some users of the site to believe there was a connection between the services rendered by Applicant under the trademark and the site CHLOESWORLD.

"10. Is Applicant or its counsel aware of any instance where a purchaser of Applicant's services believed that

Applicant's services were sponsored by, associated with, or originated with Opposer? If so, describe such instance(s)."

RESPONSE TO INTERROGATORY NO. 10:

No.

"11. Set forth the basis for the contention in Paragraphs 32 of your Answer to Notice of Opposition that "prior to any act of Opposer alleged in the Notice of Opposition, Applicant created, adopted and commenced the use of the name CHLOE VEVRIER" and identify any documents that support this contention."

RESPONSE TO INTERROGATORY NO. 11:

See Response to Interrogatory No. 2. See Response to Request for Production of Documents No. 6.

"12. Set forth the basis for the contention in Paragraphs 33 of your Answer to Notice of Opposition that Opposer has "followed a course of conduct and made specific representations acknowledging Applicant's use and ownership of the name CHLOE VEVRIER" and identify any documents that support this contention."

RESPONSE TO INTERROGATORY NO. 12:

From at least May 20, 1995 through October 1, 2000, Opposer has at all times known and recognized that all photographs of Applicant that appeared in publications and/or on

Internet sites were to be designated by the professional name I had selected, CHLOE VEVRIER. (See Bates Nos. AF2 and AF7 - AF9, inclusive.)

"13. List any and all names used by Applicant (whether before, contemporaneous with or following the use of the name "Chloe Vevrier") and set forth the dates when Applicant was known by those names."

RESPONSE TO INTERROGATORY NO. 13:

Andrea Fischer.

"14. Identify all persons involved Applicant's decision to use the name 'Chloe Vevrier.'"

RESPONSE TO INTERROGATORY NO. 14:

Applicant and Dr. Dieter Broers.

"15. Identify all names considered during the process of selecting the name 'Chloe Vevrier.'"

RESPONSE TO INTERROGATORY NO. 15:

None.

"16. Identify all persons who made the decision to file the application for the Trademark."

RESPONSE TO INTERROGATORY NO. 16:

Applicant.

"17. Identify all lawsuits, oppositions, cancellations or the like involving in any way Applicant's Trademark."

RESPONSE TO INTERROGATORY NO. 17:

Applicant's Trademark has been involved in no litigation. In addition to the instant proceeding, a second opposition proceeding has been instituted and is designated as Thomas Anderson v. Andrea Fischer, Opposition No. 91/161,452.

"18. State whether there has ever been a period in which use of the Trademark has been discontinued in the United States and, if so, for each of the periods state:

- (1) the inclusive dates
- (2) whether the discontinuance was temporary or permanent
- (3) the reason the term was not used; and
- (4) identify all documents relating to such discontinuance."

RESPONSE TO INTERROGATORY NO. 18:

No.


"19. Identify all persons who participated in any way in the preparation of the answers or responses to these interrogatories and state specifically, with reference to interrogatory numbers, the area of participation of each such person."

RESPONSE TO INTERROGATORY NO. 19:

Applicant and Jason Seifert.

Respectfully submitted,

Dated: 8/6/04

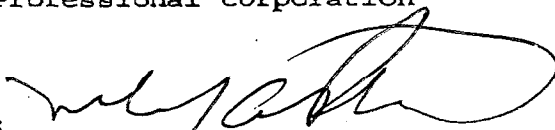

ANDREA FISCHER

As to the objections.

Respectfully submitted,

ISAACMAN, KAUFMAN & PAINTER
A Professional Corporation

Dated 8/9/04

By: 
Michael A. Painter
Attorneys for Applicant

V E R I F I C A T I O N

STATE OF CALIFORNIA

)

COUNTY OF LOS ANGELES

)

ss.

I have read the foregoing APPLICANT'S OBJECTIONS AND RESPONSES TO OPPOSER'S FIRST SET OF INTERROGATORIES and know its contents. I am the Applicant in this action; and am authorized to make this Verification for and on my own behalf, and I make this Verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6 day of August, 2004
at Los Angeles, California.


ANDREA FISCHER

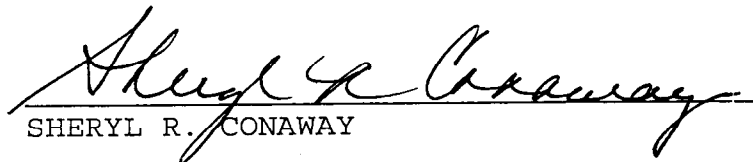
CERTIFICATE OF SERVICE

The undersigned declares under the penalty of perjury
the within APPLICANT'S OBJECTIONS AND RESPONSES TO OPPOSER'S
FIRST SET OF INTERROGATORIES was forwarded to counsel for Opposer
as follows:

Richard A. Morgan, Esq.
Laura Fernandez, Esq.
Buchanan Ingersoll, P.C.
100 Southeast Second Street, Suite 2100
Miami, Florida 33131

Michael L. Dever, Esq.
Buchanan Ingersoll, P.C.
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219

via first class mail, postage prepaid, this 9th day of August,
2004.



SHERYL R. CONAWAY

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

QUAD INT'L, INCORPORATED,	:	
	:	Opposition No.: 91160119
	:	
Opposer,	:	Serial No.: 76/516972
	:	
	:	Mark: CHLOE VEVRIER
vs.	:	
	:	Published: March 23, 2004
	:	
ANDREA FISCHER,	:	
	:	
	:	
Applicant.	:	
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OPPOSER'S FIRST SET OF INTERROGATORIES TO APPLICANT

Opposer, Quad Int'l Incorporated, hereby directs the following interrogatories to Applicant, Andrea Fischer, and requests that separate numbered answers be made by Applicant under oath in accordance with Rule 33 of the Federal Rules of Civil Procedure. These interrogatories are to be answered within thirty (30) days of the date of service.

DEFINITIONS

As used herein:

A. "Document" shall have the broad meaning set forth in Rule 34(a), Fed.R.Civ.P., and shall include without limitation all writings, drawings, graphs, charts, photographs, mechanical or electronic recordings, and other data compilations from which information can be obtained, translated, if necessary, by Applicant through detection devices into reasonably usable form, and shall include any drafts, retained copies, originals, and all file copies, even if there are multiple copies of the same document.

B. "Identify" or give the "identity" of, means,

1. In the case of an individual, to state the individual's full name, present or last known residence or business addresses, present position, business affiliation and job description and, if different from the latter, the last position occupied with Applicant and if applicable, the date the individual was last employed by or for Applicant.

2. In the case of a document, to state such information as would be sufficient for the characterization of such a document in a request for production of documents under Rule 34, Fed.R.Civ.P., and should include, without limitation, the following information:

a. the identity of the person(s) originating it and the sender;

b. the identity of the addressees and distributees, if any;

c. its date and general type (e.g., letters, memo, report, invoice, etc.), title, identifying number, if any, and the general nature of its subject matter; a copy of the document may be produced in lieu of item c;

d. the identity of the present custodian; and

e. for each document which Applicant contends is privileged or otherwise excludable from discovery, the specific basis for such claim of privilege or other grounds for exclusion, and identification of such document as required in B. 2, subparts a through e.

C. "You" or "Your" or "Applicant" shall mean Applicant Andrea Fischer, and all agents, attorneys, accountants, consultants, representatives, private investigators, independent contractors, officers, directors, employees, predecessors, successors, subsidiaries, affiliates, parent corporations, or persons acting on behalf of Applicant.

D. The terms "referring" and/or "relating" and/or "relate" and/or "refer" as used herein shall include, but is not necessarily limited to, concerning, alluding to, responding to,

pertaining to, connected with, commenting on, in respect to, discussing, describing, reflecting, analyzing, projecting, evidencing and constituting.

E. “Trademark” shall mean CHLOE VEVRIER, Serial No. 76/516972.

INTERROGATORIES

1. Specify the date Applicant “created, adopted and commenced the use of the name CHLOE VEVRIER” as alleged in paragraph 32 of Applicant’s Answer to Notice of Opposition, and identify any documents referring to or evidencing this date.

2. Explain how you decided to adopt the name CHLOE VEVRIER as alleged in paragraph 32 of Applicant’s Answer to Notice of Opposition.

3. Identify all individuals who have knowledge of when, and under what circumstances, Applicant "created, adopted and commenced the use of the name CHLOE VEVRIER" as alleged in paragraph 32 of Applicant's Answer to Notice of Opposition, and for each person identified, set forth the nature of their knowledge.

4. Describe the manner in which the services offered under the Trademark are sold including the channels of trade, description of purchasers and potential purchasers and manner in which the services are advertised and/or promoted.

5. Identify all documents which will be relied upon by Applicant in connection with the allegations of Paragraph 32 of the Applicant's Answer to Notice of Opposition.

6. Identify all documents which will be relied upon by Applicant in connection with the allegations of Paragraph 33 of the Applicant's Answer to Notice of Opposition.

7. State the annual United States sales in terms of dollars for the services offered under the Trademark, since the date of first use.

8. State the total amount spent each year by Applicant to advertise in the United States the services sold under the Trademark, since the date of first use.

9. Is Applicant or its counsel aware of any instance of actual confusion between Opposer's trademark CHLOESWORLD or services used in connection with the mark and the Trademark or services bearing that mark? If so, describe such instance(s).

10. Is Applicant or its counsel aware of any instance where a purchaser of Applicant's services believed that Applicant's services were sponsored by, associated with, or originated with Opposer? If so, describe such instance(s).

11. Set forth the basis for the contention in Paragraphs 32 of your Answer to Notice of Opposition that "prior to any act of Opposer alleged in the Notice of Opposition, Applicant created, adopted and commenced the use of the name CHLOE VEVRIER" and identify any documents that support this contention.

12. Set forth the basis for the contention in Paragraphs 33 of your Answer to Notice of Opposition that Opposer has “followed a course of conduct and made specific representations acknowledging Applicant’s use and ownership of the name CHLOE VEVRIER” and identify any documents that support this contention.

13. List any and all names used by Applicant (whether before, contemporaneous with or following the use of the name “Chloe Vevrier”) and set forth the dates when Applicant was known by those names.

14. Identify all persons involved Applicant’s decision to use the name “Chloe Vevrier.”

15. Identify all names considered during the process of selecting the name
“Chloe Vevrier.”

16. Identify all persons who made the decision to file the application for the
Trademark.

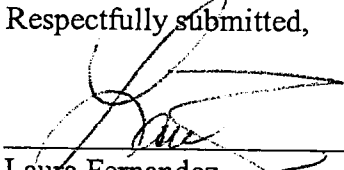
17. Identify all lawsuits, oppositions, cancellations or the like involving in any
way Applicant’s Trademark.

18. State whether there has ever been a period in which use of the Trademark has been discontinued in the United States and, if so, for each of the periods state:

- (1) the inclusive dates
- (2) whether the discontinuance was temporary or permanent
- (3) the reason the term was not used; and
- (4) identify all documents relating to such discontinuance.

19. Identify all persons who participated in any way in the preparation of the answers or responses to these interrogatories and state specifically, with reference to interrogatory numbers, the area of participation of each such person.

Respectfully submitted,

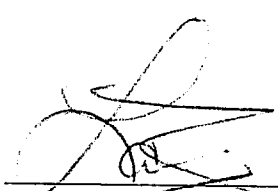


Laura Fernandez
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CERTIFICATE OF SERVICE

7th I hereby certify that a true and correct copy of the foregoing has been served on this day of June, 2004 upon the following counsel of record by first class mail, postage prepaid:

Michael A. Painter, Esq.
Isaacman, Kaufman & Painter
8484 Wilshire Boulevard, Suite 850
Beverly Hills, California 90211



Laura Fernandez

QUAD INT'L, INCORPORATED,
Opposer,
vs.
ANDREA FISCHER,
Applicant.

```
) Opposition No. 91160119
)
) Serial No. 76/516972
) Mark: CHLOE VEVRIER
) Published: 3/23/04
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Esquire Deposition Services
323.938.2461

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
3

4 QUAD INT'L, INCORPORATED,)
5 Opposer,)
6 vs.) Opposition No. 91160119
7 ANDREA FISCHER,)
8 Applicant.) Serial No. 76/516972
) Mark: CHLOE VEVRIER
) Published: 3/23/04
)
9

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15 Deposition of ANDREA I. FISCHER, taken on behalf
16 of Opposer at 6222 Wilshire Boulevard, Suite 204,
17 Los Angeles, California, beginning at 10:15 a.m. and
18 ending at 3:30 p.m. on Monday, November 15, 2004,
19 before DIANA JANNIERE, Certified Shorthand Reporter
20 No. 10034.
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APPEARANCES:

For Opposer:

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BY: RICHARD MORGAN, ESQ.
Bank of America Tower, 34th Floor
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Miami, Florida 33131
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For Applicant:

ISAACMAN, KAUFMAN & PAINTER, P.A.
BY: MICHAEL PAINTER, ESQ.
8484 Wilshire Boulevard, Suite 850
Beverly Hills, California 90211
(323) 782-7700

Also Present:

LAWRENCE IYOHO, JR.

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WITNESS

EXAMINATION

ANDREA I. FISCHER

BY MR. MORGAN

6

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1 Los Angeles, California, Monday, November 15, 2004

2 10:15 a.m. - 3:30 p.m.

3
4 ANDREA I. FISCHER,

5 having been first duly sworn, was examined and testified
6 as follows:

7
8 EXAMINATION

9 BY MR. MORGAN:

10 Q Can you please state your name?

11 A Andrea Fischer.

12 Q Okay. And have you been known by any other
13 name?

14 A Oh, are we starting?

15 MR. PAINTER: Yes.

16 THE WITNESS: So --

17 MR. MORGAN: We are not giving testimony. You
18 are.

19 MR. PAINTER: They are just asking questions.

20 THE WITNESS: Yes, as Chloe Vevrier, C-h-l-o-e,
21 V-e-v-r-i-e-r.

22 BY MR. MORGAN:

23 Q Okay. And other than what I will refer to as
24 Chloe, have you ever been referred to by any other names?

25 A Professionally?

1 Q Any names at any time.

2 A Well, nicknames.

3 Q I am asking: Do you have nicknames?

4 A Well, by who? By who are you referring to?

5 Q Let me -- let's start over. I am going to ask
6 you a series of questions relating to the dispute over
7 the name Chloe.

8 If you don't understand the question, please
9 tell me you do not understand. I will rephrase it.

10 A Okay.

11 Q The process is not that you will ask me
12 questions. I will ask you questions. If you do not
13 understand, I will do better to try to rearticulate them.

14 A Okay.

15 Q And you indicate that you go by the name of
16 Chloe; is that correct?

17 A Yes.

18 Q And you testified as to what your birth name is;
19 is that correct?

20 A Yes.

21 Q And other than those two names, are you known by
22 any other name?

23 A Well, Seifert also because I am married.

24 Q And what is the name on your marriage
25 certificate?

1 A Seifert.

2 Q And what is the first name that you use on your
3 marriage certificate?

4 A Andrea, Irena.

5 Q Andrea?

6 A Irena.

7 Q Seifert; is that correct?

8 A Um-hmm. Seifert, if you want to pronounce it
9 properly.

10 Q Whatever the proper pronunciation for the
11 record.

12 A S-e-i-f-e-r-t.

13 Q And other than those three names, are there any
14 other names that you have been known by?

15 A No.

16 Q You indicated that -- you raised the issue of
17 nicknames. Are there any nicknames that you are known
18 by?

19 A By my family. That is what I didn't understand,
20 "known by." I didn't understand the term known by.

21 Professionally, no. Nobody would know me under
22 another name.

23 Q Okay. Are you known by your family by a
24 nickname?

25 A Well, yeah. They call me Andy.

1 Q I'm sorry?

2 A They call me Andy. That is what my parents call
3 me.

4 Q

5 A

6 Q

7 A

8 Q

9 A

10

11 Q

12 REDACTED

13 A

14 Q

15 A

16 -

17 1

18

19 Q

20 A

21 Q

22 A

23

24

25 Q And that is your passport that you are looking

1 at?

2 A It is my I.D.

3 Q Is that German I.D.?

4 A Okay.

5 Q Is that a national identification card? What is
6 that document?

7 A It is the I.D. It is the I.D. That is how we
8 have our I.D.

9 Q Okay. Very good.

10 What is your birth date?

11 A 18, September, '68. 1968.

12 Q Okay. And for how long have you lived in the
13 United States?

14 A Just the past two years.

15 Q Okay. Are you a United States resident?

16 A Yes.

17 Q Okay. And for how long have you been in the --
18 a United States resident?

19 A For the past two years.

20 Q And when were you married?

21 A In January, 2002.

22 Q Okay. To whom were you married?

23 A Jason Seifert.

24 Q Were you married prior to your marriage with
25 Mr. Seifert?

1 A Hmm-um. No. No.

2 Q If I didn't mention it, one of the ground rules
3 and for the purposes of the transcript, phrases like
4 "uh-huh" and "um-hmm," it is very difficult for that to
5 have any meaning on the transcript. So if you would,
6 articulate a "yes" or a "no" or any other words that you
7 would like to use.

8 Okay. If you need to take a break, please let
9 me know and we will take a break.

10 And again, as I mentioned, if you do not
11 understand one of my questions, please let me know and I
12 will try to rephrase it for you. Okay?

13 A Okay.

14 Q As I mentioned, my name is Rick Morgan. I
15 represent The Score Group. What we are doing is taking
16 your deposition with regards to a dispute relating to a
17 name, Chloe, and to obtain a factual basis relating to
18 that.

19 Now, prior to becoming a United States resident,
20 what was -- what nationality did you hold?

21 A German.

22 Q Okay. And have you been a German your entire
23 life prior to becoming a -- becoming an American
24 resident?

25 A I have been a German resident my entire life and

1 I traveled the world and lived in several countries.

2 Q Have you held any other passport other than a
3 German passport?

4 A No.

5 Q Have you been a citizen of any other nation
6 besides Germany and the United States?

7 A No.

8 Q Okay. Now, you mentioned prior to your most
9 recent address, you also lived in California; is that
10 correct?

11 You gave me the name of your most recent
12 address; is that correct?

13 A Um-hmm.

14 Q You lived there for approximately two years; is
15 that right?

16 A Yes.

17 Q Where did you live prior to that?

18 A In the United States?

19 Q That's correct.

20 A Well, I came here. I had a temporary apartment
21 for one month to find an apartment, which was in
22 Torrance. I wouldn't know the address. I know
23 Pacific Coast Highway something. It was a short-term
24 lease.

25 And prior to that, I was three weeks at my

1 mother-in-law's, which was in Pennsylvania, where my
2 stuff arrived from Germany.

3 Q

4 A That is my business address.

5 Q If you could -- you are anticipating because I
6 cannot get the full question on the record. Give me a
7 moment to finish and I think it will be more helpful.

8

9

REDACTED

10 A Yes.

11 Q What is your understanding, is that address?

12 A That is a mailbox. That is my business address
13 mailbox.

14 Q Okay. Is that a physical location?

15 A Yes.

16 Q Is there an office at that location?

17 A Can you --

18 Q You said there is a mailbox there. Is there
19 also a physical office there?

20 A My office.

21 Q

22

REDACTED

23 A Yes.

24 Q Is there anything else there?

25 (Discussion held off the record.)

1 BY MR. MORGAN:

2 Q So you don't have an office at that address;
3 correct?

4 A No.

5 Q Okay. Okay. What is your -- are you presently
6 employed?

7 A No.

8 Q Okay. What do you do for a living?

9 A I write. I just recently submitted a manuscript
10 to publishers in Germany for a book that I wrote. I work
11 for my website and I am trying currently, which will
12 include next year, to work as a yoga instructor, which is
13 part of my original education.

14 As well as doctor for natural medicine, but I
15 found out that I came to California, that my license from
16 Germany doesn't translate so --

17 Q Okay. What is your academic background?

18 A Well, I studied at university, but studied
19 another subject, but I never finished my studies.
20 Political science and psychology in Berlin.

21 And then I switched over to go to a private
22 medical school for six years. And I have a license as a
23 natural path. I think is the best way to translate it,
24 which enables me to run a practice and treat patients and
25 do minor surgery and medical treatments for any chronicle

1 diseases.

2 So I am not a medical doctor. I will have to
3 send people for acute conditions to the hospital, but I
4 am licensed to treat any chronicle dispositions.

5 Q Let me ask you: Where did you go to high
6 school?

7 A Technician University, Berlin.

8 Q You indicated you didn't graduate from college;
9 is that right?

10 A I don't understand.

11 Q I am trying to understand. I didn't quite
12 understand your academic background.

13 You went to University; is that correct?

14 A Yes. Yes.

15 Q And did you receive a degree from University?

16 A No, because I finished -- I broke off the study
17 to go to medical school. I didn't finish it. It would
18 have been Magestra, but I don't know how that translates
19 into English. No degree.

20 Q What medical school did you attend?

21 A Actually, two medical schools in Berlin. One
22 does not exist anymore and the other one is called
23 Medicos.

24 Q How do you spell that?

25 A M-e-d-i-c-o-s.

1 Q Okay. Where is that?

2 A In Berlin. Bleitreu, and I believe it is
3 No. 36. I believe it is a couple of years ago.

4 It is B-l-e-i-t-r-e-u Street. And I think it
5 was 36. It still exists.

6 Q And you mentioned there was another medical
7 school that no longer exists; is that correct?

8 A Yes.

9 Q What is the name?

10 A It was S-c-h-w-a-r-t and then S-c-h-u-l-e.

11 Q Okay. Now, you indicated that you received a
12 license; is that right?

13 A Um-hmm. Yes.

14 Q And if I understand correctly, the license
15 entitles you to perform certain surgeries; is that right?

16 A Minor surgery, as I was explaining. In
17 California, includes administering injections. That's
18 considered here minor surgery. Well, it wouldn't be in
19 Germany. Anything that punctures the skin, that is what
20 I was told here.

21 Q Are you licensed here in the State of
22 California?

23 A No. No.

24 Q Okay. Have you performed any medical services
25 in the State of California?

1 A No. No. I applied for a nutritionist -- well,
2 I may work as a nutrition counselor. I got an invitation
3 of something, of somebody that works at that store or as
4 a co-owner. And she said she would like me to replace
5 her when she is not there.

6 Q Okay. Now, you indicated that you're
7 presently -- and I want to make sure I understand. That
8 as for employment or --

9 A No employment.

10 Q No present employment. But that you were
11 writing a manuscript or you completed one; is that
12 correct?

13 A Yeah.

14 Q And that you are working for your website and
15 you are a yoga instructor; is that correct?

16 A Um-hmm. Yes.

17 Q Let me ask you: So you have a completed
18 manuscript with respect to a book; is that right?

19 A Yes.

20 Q Okay. And what are you doing with respect to
21 working with your website?

22 A I do web design. I do graphic design. I do
23 writing. I am that website. Other than my technical
24 stuff and the photographers and people I hire, I am that.

25 So I write every word that is on that website.

1 I communicate with my friends. I write E-mails. I write
2 an on-line diary. I write columns about subjects on my
3 website.

4 Q Okay. And what is the name of the website?

5 A Chloeevriier.com.

6 Q And how long has that website existed?

7 A Since March, 2002 -- 2003.

8 Q And are you listed as the owner of that website?

9 MR. PAINTER: Counsel, is she a registrant of
10 a -- the domain name?

11 MR. MORGAN: She understands it.

12 MR. PAINTER: How about clarifying it to me. I
13 am her lawyer.

14 MR. MORGAN: Counsel, if you have an objection,
15 please raise an objection.

16 MR. PAINTER: I object. I think it is unclear.

17 THE WITNESS: I find it unclear.

18 MR. MORGAN: Fine. I will answer your question
19 and I will try to rephrase it.

20 Q Is the domain name registered to you?

21 A No, it is registered to my husband because of
22 security reasons. I had domains registered to myself and
23 I got stalked, people who then found out my real address.

24 So in order to protect my privacy, it is not me.
25 Okay. One has to give an address and that's why it is

1 registered to my husband.

2 Q Okay. And your husband doesn't reside with you?

3 A Yes, but we have a business address and it is
4 not me. They know my real name and I had people be in
5 front of my door. And being that nobody knows he is my
6 husband, it is just a name there. It does not imply that
7 this is where they can meet me by just waiting in front
8 of the door to see if I come out there.

9 Q What is the business address that is listed?

10 A It is that address, 132 --

11 Q The Maxella address?

12 A Yes. And I had already hand given, written
13 material by a stalker. So somebody knows that address
14 and was waiting there for me, which is why I never go
15 there.

16 Q Okay. So somebody was waiting by a post office
17 for you?

18 A Yes.

19 Q So if I understand what you are saying, at one
20 point, it was listed under your name; is that correct?

21 A No. No. I had an E-mail address for another
22 website, which had a domain that was registered under my
23 name, and people were showing up at my home.

24 Q Okay. What was the name of that website?

25 A Maria.DE. It was not a website. It was a

1 domain. And that E-mail address was listed on another
2 website that I worked for besides Score's.

3 Q Okay. And what is the website Chloe.com?

4 I'm sorry. Is that what you said? What is the
5 name of your website?

6 A Chloeevriier.com.

7 Q Pardon me. What is that website?

8 A It is an erotic adult website. It is about me
9 and my understanding of erotica. It is how I always
10 wanted to present myself. It is very tasteful and
11 very -- I find it very representative of who I am.

12 Q Okay. Other than yourself, are there any other
13 parties to the website?

14 A I had several photo sets where I was working
15 with other models but only in conjunction with me. There
16 is no other girl represented on that website.

17 Q Okay. And are there any male presenters?

18 A No. No.

19 Q So it is a female presentation; is that correct?

20 A Yes.

21 Q And has that website been maintained since it
22 began two years ago?

23 A Yes.

24 Q Okay. And do you have an agent to assist you
25 with the website?

1 A No. I have a partner who works with me.

2 Q And who is that?

3 A My husband.

4 Q Okay.

5 A I work on the content. Every written word is
6 done by me.

7 Q And where do you conduct the work relating to
8 the website?

9 A On my computer at home.

10 Q Okay. And with respect to the photos and the
11 other materials that are contained on the website, where
12 are they shot?

13 A Well, internationally. Partially in the United
14 States, partially in Germany, so wherever I am.

15 Q Okay. So is there a specific location in the
16 United States where you shoot on an ongoing basis?

17 A Not a specific location.

18 Q Now, prior to -- then finally, I think you
19 indicate that you are a yoga instructor?

20 A Yeah, I have a license.

21 Q Okay. I understand that you have a license, but
22 are you a yoga instructor as you sit here today?

23 A I don't understand.

24 Q Okay.

25 A Can you ask me again?

1 Q Sure. In response to my inquiry of you if you
2 were employed, you indicated that you were not; is that
3 right?

4 A Yes.

5 Q But you did indicate that you were engaged in
6 certain activities of which some were writing and you
7 were writing a book; is that correct?

8 A Yes.

9 Q Secondly, you said that you were working for
10 your website and you articulated what you were doing.

11 Third, you indicated that you were a yoga
12 instructor; is that right?

13 A Yes.

14 Q And you are a licensed yoga instructor?

15 A Yes.

16 Q And are you licensed with the State of
17 California?

18 A I have a certificate from a yoga school that is
19 internationally renowned.

20 Q Okay. What is the name of that school?

21 A Sivananda, S-i-v-a-n-a-n-d-a, School of Yoga.

22 Q And where is that school?

23 A They have -- all over the world. They also have
24 two centers in Los Angeles. And in which one center, I
25 am going to apply to work. They just opened another one,

1 which is near where I live.

2 But I currently have no employment with how i
3 understand that I am hired by somebody that I work with.
4 This is what I understood employment is.

5 Q Okay. So you have a certificate to be a yoga
6 instructor; is that right?

7 A Yes.

8 Q But presently you are not engaged in the field
9 of instructing yoga; is that right?

10 A Yes.

11 Q And again, finally, you indicated that you have
12 or will pursue your doctor in natural medicine; is that
13 right?

14 A (Witness nods head.)

15 Q Is that a "yes"?

16 A What was the question?

17 Q I am trying to understand what it is that you
18 are doing at the present time.

19 A At present time?

20 Q Yes. And the fourth item that you had
21 referenced in response to my inquiry was that you were a
22 doctor, or pursuing it, in natural medicine; is that
23 right?

24 A Yes.

25 Q And what are you doing in that regard?

1 A I am not currently engaged in any medical work.

2 Q Okay. And you are not licensed as a doctor in
3 natural medicine, are you?

4 A I am in Germany.

5 Q Okay. But you are not here in the United
6 States; is that right?

7 A No

8 Q And as I understand, you are not providing any
9 services, in essence?

10 A No.

11 Q Okay. So other than at the present time working
12 on your website, you are not working; is that fair to
13 say?

14 A Yes.

15 Q Okay. Now, have you ever been known as Irena
16 Fischer?

17 A Yes.

18 Q Do you recall what was the circumstance by which
19 you were known as Irena Fischer?

20 A Actually, no, it was my full name, Andrea Irena
21 Fischer.

22 Q Okay. So you have no recollection of going
23 simply by the name of Irena Fischer?

24 A No.

25 Q Okay. When was the last time that you were

1 employed?

2 A I don't recall.

3 Q Do you keep any records that might help refresh
4 your recollection?

5 MR. PAINTER: Objection. Counsel, are you
6 talking about does she have them here with her today?

7 MR. MORGAN: Counsel, that is not what I asked.
8 Do not presuppose my questions. She was not asked to
9 bring any documents with her.

10 THE WITNESS: No.

11 BY MR. MORGAN:

12 Q Okay. Do you recall if you were employed at all
13 during the year 2004?

14 A I was not employed.

15 Q During 2004?

16 A (Witness nods head.)

17 Q Okay. How about the year 2003?

18 A Also not.

19 Q Okay. And how about in the year 2002?

20 A No.

21 Q Okay. And in 2001?

22 A Also not.

23 Q Okay. How about in the year 2000?

24 A Can I ask what you mean by "employed"? Just so
25 I know what --

1 Q Okay. Let me ask you this: What do you
2 understand the word "employed" to mean?

3 A That I am hired and paid to do work for the
4 company, or something like that.

5 Q Okay. And I think that is fair. I am not -- it
6 is not a trick question.

7 A Well, if I didn't get paid, would that still be
8 an employment when I was hired to work somewhere and I
9 did not get paid in money? Because then I would have to
10 say yes.

11 Q Okay. If you were hired and somebody did not
12 wind up paying you, you are still employed. And if they
13 didn't pay you properly, what have you, that is another
14 issue.

15 A I got paid other than with money.

16 Q Okay. Then that is fine.

17 A Yes, I was employed. I worked at the medical
18 practice at my mentor in 2000 and 2001.

19 Q Okay. And where was that?

20 A In Berlin.

21 Q Okay. And what were you doing?

22 A Assisting.

23 Q And assisting with what?

24 A Medical services.

25 Q And specifically what medical services are you

1 referring to?

2 A Treating patients that came to the practice,
3 assisting my teacher and mentor, whatever was necessary.

4 Q Okay. And what was the nature of the services
5 that your mentor was providing?

6 A Medical service.

7 Q Okay. Was there any specific discipline your
8 mentor worked in?

9 A Yeah, holistic medicine, which means pain
10 treatments. Oh, you mean like -- well, here it is
11 different.

12 In Germany, as a natural path, you would be like
13 an acupuncturist or a homeopath. In Germany, you
14 basically do all of these things. It is not separated.

15 So if somebody had a condition that had to be
16 treated with acupuncture, we would administer
17 acupuncture. We would do homeopathy. It depended on
18 what this person needed to get.

19 And we had specific therapies that he was very
20 successful with for 35 years and introduced them to me,
21 which I don't even know how that translates.

22 Q That is fair enough. I just want to make sure
23 that we understood each other.

24 So using the definition that you were using,
25 that is a fair definition. You were working with your

1 mentor in Berlin for 2000 and 2001?

2 A Yes, primarily 2001.

3 Q And again, using your definition, in 2002 to
4 2003, and 2004, you were not employed and you were not
5 compensated for services; is that correct?

6 A Yes.

7 Q All right. Now, prior to your involvement with
8 your mentor in Berlin in 2000 and 2001, were you
9 employed?

10 A No.

11 Q Okay. Have you ever been employed?

12 A Yes.

13 Q Okay. And when have you been employed?

14 A During my studies, I was doing like student jobs
15 and I worked as an assistant for my former partner, who
16 was a scientist for cancer research and biophysics. So
17 that is what I basically did for most of the time.

18 Q Okay. Have you ever provided any services
19 pursuant to a contract?

20 A Can you make that more clear, please?

21 Q Okay. You have testified that you have a
22 website; correct?

23 A (Witness nods head.)

24 Q And the website, if I understand your testimony,
25 is of erotic shots of yourself, among others; is that

1 correct?

2 A Yes.

3 Q Okay. Prior to producing your website, have you
4 ever engaged in that activity?

5 A Yes.

6 Q Okay. And when was that?

7 A With a contract?

8 Q No, we will get to that in a moment. But have
9 you ever done that before?

10 A Yes, I did.

11 Q And when was that?

12 A The whole time between 1989 and 2001, 2002.

13 Q Okay. And you don't consider that employment?

14 A Well, it was sporadic. It was not something --
15 it was maybe like twice a year. I thought employment is
16 where you go like every day. Is that not employment?

17 Q Okay. Let's just for the purpose of this
18 deposition --

19 A Can I look the word employment up? So I know
20 exactly.

21 Q I will share with you, for the purpose of the
22 definition, what we will call employment. Okay.

23 If there is any time that you provide a service
24 where you are paid a fee, where you are compensated in
25 kind with -- provided something of value. Okay. And the

1 time is not a relevant issue, it could be a day or it
2 could be for an hour.

3 A Okay.

4 Q Accepting that definition, does that change any
5 of your responses?

6 A Yes.

7 Q Okay. And how does it change any of your
8 responses?

9 A That I was employed.

10 Q Okay. And when were you employed?

11 A Many times throughout --

12 Q How would you like for me to refer to you as?
13 Is there a particular name that you would want me to
14 refer to for this deposition?

15 Andrea; is that okay?

16 A Yeah.

17 Q Andrea, when was the first time that you were
18 employed in the context of providing --

19 A 1987.

20 Q Okay. And what occurred in 1987?

21 A I modeled.

22 Q Okay. And where did you model?

23 A In East Berlin.

24 Q Okay. And do you recall who you modeled for?

25 A I know the people. I wouldn't know the company

1 or what it was -- no. I don't know the names anymore.

2 Q Okay. And do you recall how long you modeled
3 for this group of people that you just testified?

4 A One day.

5 Q One day?

6 A Yes.

7 Q Okay. And were you compensated?

8 A Yes.

9 Q And do you know -- were these pictures that were
10 produced by virtue of --

11 A No, I modeled for a live event.

12 Q Okay. And what is that?

13 A It was the 750 year celebration or anniversary
14 of existence of City of Berlin. And I was a mermaid
15 sitting on a float. And I got famous overnight after
16 that because I was topless and waving.

17 Q And you were compensated; is that right?

18 A Yes.

19 Q Okay. Were there pictures taken as a result of
20 that engagement?

21 A By the international press. I did not model for
22 photographs. I just did that performance.

23 Q Okay. And this gave you a great deal of
24 publicity; is that right?

25 A Yes.

1 Q What was your next employment?

2 A I worked as a secretary for Sket, S-k-e-t, in
3 Berlin. Then I worked as a performer for a group called
4 Dampferband, D-a-m-p-f-e-r-b-a-n-d.

5 After that, I did student jobs and I had TV
6 shows and interviews, little roles in movies. Modeling
7 jobs.

8 Q Okay. And what time period are you referring
9 to?

10 A Everything between -- well, at all times,
11 actually.

12 Q Okay. You were mentioning school. So you were
13 in school in the 1980's; is that correct?

14 A I was in school at 1987.

15 Q Okay. When you were modeling and you were in
16 these various TV shows and films, what name were you
17 known as?

18 A Until 19 -- until the end of 1991, Andrea Irena
19 Fischer or fantasy names.

20 Q When you say "fantasy names," what do you mean?

21 A I found myself in a magazine being called
22 Rebecca or names that they made up.

23 Q And when you say "they made up," who are you
24 referring to?

25 A As far as I was told, publishers often decide to

1 give fantasy names to girls.

2 Q Okay. And you mentioned you were in magazines
3 during this period of time. What magazines were you
4 photographed for?

5 A In what period of time?

6 Q Well, I am following up on your response. You
7 indicated that you -- I asked you what names you were
8 going by during the period of time you started to model
9 and you were in TV shows. I think you indicated that was
10 from 1987 forward; is that correct?

11 A Up to the end of 1991. Everything after that, I
12 didn't go under my name anymore.

13 Q Okay. So let's talk about that period of time
14 up until 1991.

15 A Yeah.

16 Q Okay. You did some modeling and there were
17 pictures taken and you were in magazines; is that
18 correct?

19 A Yes.

20 Q And I think you indicated that fantasy names
21 were attributed to you; is that correct?

22 A Yes.

23 Q And you mentioned one name being Rebecca?

24 A Yeah, that is just one magazine I know.

25 Q I understand. I understand.

1 And did you contractually engage to have your
2 pictures placed in those magazines?

3 A I don't remember. I'm sure I signed releases.

4 Q Did you have --

5 A Modeling releases.

6 Q Did you have an agent during that period of
7 time?

8 A No.

9 Q Had you ever had an agent?

10 A No.

11 Q Do you know what magazines you modeled for?

12 A No. I modeled for photographers, who sold the
13 pictures to any magazines possible.

14 Q Did the photographers seek your consent to place
15 your pictures in a particular magazine?

16 A No.

17 Q That was part of the release that you signed;
18 isn't that right?

19 A Yes.

20 Q But as far as you are concerned, during -- up to
21 1999 -- excuse me, 1991, you were known by your birth
22 name; is that correct?

23 A Yes

24 Q Okay. And in 1991, something changed; is that
25 right?

1 A Yes.

2 Q Okay. And what was that?

3 A Well, the growing popularity caused problems in
4 my private life.

5 Q And what was that?

6 A My family had problems with -- they had been
7 harassed for their daughter being a -- in nude magazines.
8 I was harassed by just people that recognized me.

9 And my partner at that time, his career was ---
10 he felt or we both felt that his career is endangered
11 because he was an aspiring international scientist, who
12 had publications all over the world and was about to be
13 coming forward with a patent.

14 And he was afraid that being involved with a
15 erotic model would harm his career. And we decided that
16 we needed to change something about the name and how I
17 work and who I work for.

18 Q Okay. And who was this person? Who is this
19 person?

20 A Dr. Dieter Broers, B-r-o-e-r-s. D-i-e-t-e-r.

21 Q Is he still alive?

22 A Yes.

23 Q Okay. And does he reside in Germany?

24 A Austria.

25 Q And do you know where in Austria he resides?

1 A I have his address, yes.

2 Q You don't have that with you, do you?

3 A I could tell you the city.

4 Q Okay. If we need it, we will inquire of you.

5 Thank you.

6 And you indicated that between you and he, you
7 made arrangements to change the way that you were
8 conducting business; is that fair to say?

9 A Yeah.

10 Q And what did you do to change the way that you
11 were conducting business?

12 A In the beginning of 1992, we decided that I
13 should have an artist name, that I should avoid working
14 for -- too much in the German public, and rather work
15 internationally, so our private life would not be
16 affected by being known as erotic model.

17 Q So given those goals, what happened?

18 A Well, I invented a name and I contacted -- well,
19 no, that was later. I invented a name. I actually
20 invented the name Chloe.

21 Q And do you recall when you invented that name?

22 A Around January, 1992. I mean, it was something
23 that I was playing with, too. I was trying to find a
24 name that represents an image, too. I didn't see that
25 professionally as a business decision.

1 I see that as something I could identify myself
2 with, as an erotic model, and play that role as an erotic
3 model.

4 Q Okay. And what was the spelling of the name
5 that you testified to you came up with in January of
6 1992?

7 A I tried different spellings. I tried the
8 C-l-o-e, C-h-l-o-e. And I had, in the beginning also, an
9 apostrophe, which was later told to me by John Graham
10 that I can forget that. Nobody would ever print that.

11 So C-h-l-o-e, because that was the original
12 inspiration I had, and then I thought I just wanted that
13 way. Because otherwise, it would have been misspelled
14 wrong, too. Mispronounced wrong.

15 Q Okay. So the name was C-h-l-o-e; is that
16 correct?

17 A Um-hmm. Yes.

18 Q And you mentioned the name John Graham?

19 A Yes.

20 Q Who is that?

21 A A photographer in London that I worked with the
22 first time I came to London.

23 Q When was that?

24 A I think it was in May of 2002.

25 Q How did you meet Mr. Graham?

1 A In February, 2002, I had met Mr. Sass, Joe,
2 S-a and then s-s, who was interested in me as a model and
3 referred me to John Graham and gave me his number.

4 Q Okay. You also said 1992, that as well as
5 coming -- did you come up with that name? I am trying to
6 understand you because you said that you were working --
7 and I -- pardon me. You were working with Dr. Broers?

8 A Broers.

9 Q Did he assist you in the creation of that name?

10 A He -- I asked him if he likes it and he assisted
11 me with his opinion but not with creating it.

12 Q Okay. And then you indicated that the two of
13 you believed that it was important that you avoid working
14 within the German public; is that right?

15 A Yes.

16 Q Okay. Why was that?

17 A To protect our privacy and his career and
18 possibly my career.

19 Q Okay. Why was his career jeopardized by your
20 profession?

21 A Because of moral standards. People were making
22 remarks. And it is not -- I don't think it is different
23 here, but in Germany, it is not something that is a good
24 reputation if you -- well, like he wanted to be taken
25 serious in his work.

1 And it would have been damaging to his image, I
2 guess, as a scientist, that -- I mean the press would
3 have just ripped him apart just for that.

4 Q So your involvement with him at that time, you
5 were still his intern; is that right?

6 A No, we were partners. I mean life partners. We
7 were together. He was my boyfriend.

8 Q Okay. Now, in -- so in May of 1992, you
9 indicated that you met Mr. Graham; is that right?

10 A I think it was in May.

11 Q And that was in London?

12 A Yes.

13 Q And you met with him at some point in May; is
14 that right?

15 A I came to London to model.

16 Q I'm sorry?

17 A I came to London to model, for modeling job.

18 Q And that was a modeling job for Mr. Graham?

19 A Yes.

20 Q Okay. And what was the business of Mr. Graham
21 at that time?

22 A As far as I know, his company was called
23 Double D Productions an he was shooting models and for
24 international magazines.

25 Q Okay. And did Mr. Graham take some shots of

1 you?

2 A Yes.

3 Q Okay. And do you recall where?

4 A In London, in the studio and on location, a
5 villa outside of London, but mostly in the studio.

6 JLG, John Lee Graham, those are his initials.

7 Q And as a result of those shots, did you form a
8 relationship with Mr. Graham?

9 A Can you --

10 Q A professional relationship?

11 A Yes.

12 Q Okay. And did you sign a contract with
13 Mr. Graham?

14 A I only signed Model Releases.

15 Q Okay. And did you sign a Model Release with
16 Mr. Graham?

17 A I signed Model Releases that had different
18 companies on top of them, which were for the different
19 publishing companies. I don't recall signing a Model
20 Release between me and John Graham.

21 Q And when you mentioned the various publishing
22 companies, what do you mean?

23 A He gave me a stack of Model Releases which
24 had -- from different countries, different names on it,
25 which I, most of them, never heard of.

1 And he explained to me that they have "Hustler"
2 magazine or "Busty Beauty" and so on. And these were
3 like the publishers. And I had to sign the Model
4 Releases to the publishers. So I didn't even know which
5 magazines there were.

6 Q Okay. And you signed those various releases?

7 A Yes.

8 Q And do you recall what name you used when you
9 signed those releases?

10 A I signed them with my given name and I marked
11 them that I want to be called Chloe Vevrier.

12 Q And you recall doing that?

13 A Yes.

14 Q And have you had -- obtained a copy of those
15 releases?

16 A Some. I actually inquired about them. And when
17 I inquired about them, I never heard back from them. And
18 now I have my lawyer inquire about them.

19 Q Okay. When did you inquire?

20 A In 2002, I called and I got three releases. And
21 then I called again to ask for more, and the secretary
22 was instructed to -- the way she reacted, I knew I
23 wouldn't get them, and I didn't.

24 I talked to John Graham personally and he was
25 very refusive in any kind of help. And I also E-mailed

1 him. And so I never got them.

2 And that is why I went the legal way, because I
3 feel that I am entitled to a copy at least. But I know
4 that I signed every single -- I have several Model
5 Releases from my time with John Graham.

6 And I always did the same procedure. I always
7 marked them on the bottom, that I want to be called Chloe
8 Vevrier, if there wasn't a space for artist name. And
9 even if it was because I wanted to make sure that I -- it
10 will not be overlooked. Like it was before. So I put it
11 really --

12 Q When you say overlooked as it was before, what
13 did you mean by that?

14 A That I signed Model Releases and I only put my
15 stage name. And I found magazines were giving me my real
16 name, although they had the Model Releases.

17 Really, I wanted to make sure that no way, in
18 any shape or form, be said that, oh, we didn't see that,
19 or whatever; but I did that from the beginning.

20 Q And when did you start -- was it in 1992 that
21 you started shooting with John?

22 A Yes

23 Q Okay. And did John Graham tell you who -- what
24 was the name of his company?

25 A Well, it said on the entrance, JLG, Double D

1 Productions.

2 Q And are you familiar with the company named
3 Quad?

4 A Now, I am.

5 Q Okay. When you say "now," when did you become
6 aware of the name Quad?

7 A In the late '90's, when I -- actually, no. In
8 2000, when I -- no. Excuse me.

9 Some Model Releases had the name Quad on them.
10 I saw the name before. That he was actually part of that
11 in -- was later in the '90's.

12 Q And did you ever ask John what Quad was?

13 A Um-hmm. Yes.

14 Q And what did he tell you?

15 A I don't remember well. I only remember that he
16 told me about that there were several partners. And that
17 they broke up. That there were difficulties.

18 And I understood that Quad is Score, like the
19 company behind Score, Score magazine, and the people that
20 I knew as Score.

21 Q Okay. And what is your understanding of what
22 Score magazine is?

23 A John Fox and his family.

24 Q And who is John Fox?

25 A I know he is the editor or owner of Score

1 magazine.

2 Q Have you met John Fox?

3 A Yes.

4 Q When was the last time you met John Fox?

5 A I believe it was May, 2001. I'm not sure if I
6 met him or his wife. I'm sure I met him in October, 2000
7 because I worked at the Score office in Miami.

8 Q Okay. And what were you doing at the Score
9 office in Miami?

10 A I had a contract to model for them.

11 Q Okay. And you did some modeling in the Miami
12 office of Quad?

13 A Yes.

14 Q And you said that was in 2001?

15 A It was -- no, it was in 2000. October, 2000.

16 Q Okay. And at the time you met John Graham in
17 May of -- it was 2000; right? I think you said 2000?

18 A John Graham?

19 Q That's right.

20 A I met him in '92.

21 Q Excuse me. '92. Were you modeling for any
22 other entity?

23 A Well, yes and no. Yes, in the sense of that I
24 was open to any jobs that would be interesting for me.

25 No, that in that, no, I didn't work for anybody

1 else.

2 Q Okay. How about in 1993? Did you work for
3 anyone other than John Graham?

4 A Yes. Yes.

5 Q And who?

6 A I don't remember. I remember doing a convention
7 in Denmark where I was hosting and -- I don't remember.
8 It is really too long ago.

9 Q Okay. During 1993, do you recall having any of
10 your pictures published?

11 A I never get the magazines. I stumbled over them
12 at the newsstand or somebody shows them to me. So it is
13 very possible. Yes.

14 Q During the period of 1992 through 2000, in
15 connection with some model shots, were you compensated
16 differently if your picture was published?

17 A No.

18 Q Okay. So you were just compensated by the shot,
19 whether it got published or not; is that correct?

20 A Exactly.

21 Q Was it your practice to ascertain whether your
22 picture was published or not?

23 A Can you rephrase that, please?

24 Q Okay. Is it your practice to determine or find
25 out if your picture is published or not?

1 A I inquired about a copy when I worked with
2 photographers, but I seldom got one.

3 Q Okay. And so as you sit here today, you don't
4 know if -- during that period of time, if your picture
5 had been published; is that right?

6 A I'm sure it was.

7 Q How are you sure?

8 A Because I was published all of the time in
9 magazines. And I was shooting in '92 with John Graham.
10 And I got into the magazines right away.

11 I found that the stuff that I was shooting in
12 '91 occurred in the mid-'90's. So whatever I shot was
13 republished.

14 And in '92, I worked, so that was published.
15 I'm sure if I would take like a Score magazine from
16 '93, there would be pictures of me somewhere in there.

17 Q Okay. Other than the Score magazines?

18 A Probably, because I remember, you know, people
19 showing me and saying, oh, I have seen you there and
20 there.

21 At some point, I didn't want that anymore.
22 Because I -- you know, I got embarrassed and I didn't
23 want people in my normal life to be confronted with that
24 and confronting me with that.

25 Q Okay. To the extent that there were other --

1 that there were pictures outside of the Score magazines,
2 do you know what name you -- that were a -- that was
3 attributed to you?

4 A One was Rebecca. I don't know what magazine.
5 They used my real name because the company that I worked
6 for in '91, which is Photo, P-h-o-t-o, rama, in the
7 Netherlands used my real name.

8 And those pictures occurred in Hustler magazine
9 and then they reoccurred like many, many times. And this
10 company refused to -- after like '92, I had -- or '93, I
11 had contacted them or they had contacted me to work with
12 them again.

13 And I said that I would have to insist on my
14 stage name. And they made remarks as if I am not the one
15 who has the decision what they call me. So I never
16 worked for them again.

17 Q And --

18 A And other magazines refused. Like "The
19 Bachelor," in Japan, used the pictures I shot with Score
20 where I clearly marked that I want to be called Chloe
21 Vevrier. And they still referred to me under my birth
22 name.

23 Q Okay. And what did you do to insure the proper
24 use of your name?

25 A I put it on the Model Release with big letters

1 underneath it. And when I got the magazines and I saw
2 they still called me that, I talked to John Graham, and I
3 told him to please talk to the publisher.

4 And, you know, eventually, I got to know the
5 publisher. And I asked him to please use my real name.
6 And he did.

7 Q Well --

8 A No. To please use my stage name and not my real
9 name anymore. And so he did.

10 Q And I was really referring -- so we will spend
11 some time on The Score, but I was referring to the
12 non-Score Group publications.

13 Did you do anything from a quality control
14 standpoint to insure that your name, Chloe, was being
15 used?

16 A Same, I use -- I marked it in the Model
17 Releases.

18 Q Anything else?

19 A I worked for these people. I told them to make
20 sure that my real name isn't used, that they use my stage
21 name. And so it was. My stage name was used.

22 Q Okay. And the name was -- and the name Rebecca
23 was used as well; right?

24 A That was before.

25 Q That was before the name Chloe?

1 A Yes. It was published later, but the people
2 that I worked for, Rebecca, Rebecca Love, were the people
3 I worked in '91.

4 Q Once you were able to find out that a name
5 Rebecca was attributed to you, did you do anything?

6 A I talked to them.

7 Q Okay. Who did you talk to?

8 A It was Photorama. And then the other company is
9 Uli Goldhahn, which I worked for primarily.

10 MR. MORGAN: Okay. Give one to the court
11 reporter, please.

12 (Defendants' Exhibit 1 was marked for
13 identification by the court reporter.)

14 BY MR. MORGAN:

15 Q Andrea, what I have handed you -- I've handed
16 you what I have marked as Exhibit 1, a Montclam Model
17 Release. Do you recognize this document?

18 A It looks like the Model Releases that I usually
19 got to sign, yeah.

20 Q Okay. And it is dated January 11, 1995?

21 A Yeah.

22 Q Okay. And what is Montcalm Publishing
23 Corporation?

24 A I assume that this is -- I'm pretty sure that
25 this is a Model Release from the stack that I signed at

1 the London office because I never worked for Montcalm
2 Publishing Corporation, but I worked for John Graham.

3 And in '95, everything I had worked for John
4 Graham, my name was respected. So I didn't put the full
5 name on it because it was clear that they wouldn't use my
6 real -- like my given name.

7 But this is one of the magazines -- I usually
8 had 20 Model Releases to sign after my modeling jobs.
9 And this is definitely one of them.

10 Q Okay. The Witness's Name, do you recognize?

11 A No.

12 Q Okay. And is that your handwriting or is your
13 handwriting contained on any aspect of this?

14 A Yes, this up here is my handwriting.

15 Q For the record, when you say, "up there," what
16 are you referring to?

17 A Everything. Model name, model signature, model
18 address, telephone number, date.

19 Q And that is all your handwriting; correct?

20 A Yes.

21 Q And in January of 1995, model name
22 is "Chloe/Andrea Fischer;" is that right?

23 A Yeah, I usually ask what to put there when it
24 didn't have a -- like some other -- other Model Releases
25 had "model name" and then it had "stage name."

1 So then I would say model name, I put my real
2 name. And stage name, I would put my artist name. And
3 when it didn't have it, I put both names because of
4 identification.

5 Q Okay. And is there any reason why it is Chloe
6 without the last name attributed to it?

7 A Yes, because that is what I said. Because at
8 that time, in '95, I knew whenever I worked with John
9 Graham, I didn't have to reinforce my name. And it was
10 enough to just mention it.

11 Q Okay.

12 A It was understood that it would be used. And
13 the magazines sometimes didn't use -- like the ones that
14 I signed, the work for him, didn't use the full name.
15 Often, they just used the first name.

16 Q And when you say, "it was understood," it was
17 understood amongst who?

18 A Amongst John Graham. I trusted him. I trusted
19 him because when I first came to him, it was, for me,
20 like a test, whether I would pursue working with this
21 company.

22 So I made some notes of some experiences before.
23 And up until '95, we were friends. And I knew that by
24 then, he had published me in many magazines. And so I
25 knew that I don't have to explain. I was trusting him.

1 Q Okay. But the Model Releases were not for John
2 Graham, were they?

3 A No, but he was making me sign them. And by that
4 time, I knew when I worked with him, he also said to me
5 that he is going to make sure that the magazines use the
6 name.

7 Q Now, you indicated that in 1995, you and John
8 Graham were friends; is that correct?

9 A Yes.

10 Q Did there come a time where that friendship
11 terminated?

12 A Yeah.

13 Q And when was that?

14 A I would say it was gradually, but definitely
15 last year. For me, definitely last year. I was friends
16 with him and his wife. And I saw them last, I think,
17 2000.

18 But to me, the friend -- and I also said that to
19 him. I think I even wrote it to him in an E-mail. That
20 I feel that --

21 Q Okay. And what were the circumstances
22 surrounding the termination of that relationship?

23 A That he refused to give me the Model Releases,
24 and just the way he behaved.

25 Q And what do you mean specifically?

1 A Well, John Graham knew my vision about my own
2 website. He basically advised me to sign the contract
3 with Score in 2000. He advised me many times in regards
4 to Score.

5 And I wanted him to support me that the Chloe's
6 World website would take off the word official because I
7 felt it was not right. And I had nothing to do with
8 that.

9 Just the way he responded was very cold and
10 very -- I knew that he is not my friend anymore. I also
11 wanted to -- I used him as a source of advice because I
12 knew I couldn't talk to John Fox. And I thought John
13 Graham and I had a long-term relationship. So, I thought
14 I could talk to him about my interest.

15 Q Okay. Why couldn't you speak to John Fox?

16 A Because our last talk was that he got offensive
17 and I knew, you know, I don't trust this person. I knew
18 he would never tell me anything in my interest, even if
19 it is true.

20 Q Okay. When was that discussion with Mr. Fox?

21 A In October, 2000.

22 Q Okay. And what was the purpose of that phone
23 call?

24 A No, that was a personal --

25 Q Okay. And what was --

1 A -- encounter.

2 Q And what was the purpose of that encounter?

3 A Oh, I don't recall -- actually, I do. I do. It
4 had to do with -- it had to do with something about
5 Chloe's World that I didn't like, and he made very clear
6 that I have no say.

7 And I reminded him that they had said that this
8 is my website. And that how is it my website if I can't
9 say anything? And it was about using -- I think -- yeah,
10 it was using colors black and red as the primary design,
11 which I said I find not appropriate because these colors
12 are used in Gothic -- I just found that using those -- I
13 said any other color is okay. I don't mind.

14 They then turned it: Oh, she does not like the
15 color. No, I didn't like those colors were used that are
16 also used by people who do Satanic Gothic. It is typical
17 colors for death and blood and such.

18 And I am a very spiritual person. I had a
19 spiritual teacher at that time, who said that this is --
20 I should not represent myself like that because it could
21 implement that I am engaged in dark practices.

22 I made that clear to John Fox. I told him,
23 well, why didn't you show me or why did you not ask me if
24 this is my website? Then -- and I told him, you can use
25 any, any other color, just not these two colors, which

1 are symbolically used for something that I want to not be
2 associated with.

3 Q Okay. And at the time you were having this
4 discussion with John Fox, it was in 2000; is that right?
5 You said 2000?

6 A Yeah.

7 Q How long was the website up and running?

8 A I have no idea. I had no pass code. I saw the
9 website when I came to the office. And that is when the
10 discussion happened.

11 Q Did you have any involvement in the content of
12 the website?

13 A I supplied personal diary notes and pictures and
14 writings, and I modeled.

15 Q Okay. Did you have any control over the content
16 of the website?

17 A Only about my diary.

18 Q Okay.

19 A No, not the website. No.

20 Q And do you know if the website included your
21 diary?

22 A Yes. Yes.

23 MR. MORGAN: Counsel, I think -- I shouldn't
24 have handed it to you yet.

25 THE WITNESS: Can I get some water?

1 MR. MORGAN: The next document is the Quad Model
2 Release, if we can mark that as Exhibit 2.

3 (Defendants' Exhibit 2 was marked for
4 identification by the court reporter.)

5 BY MR. MORGAN:

6 Q Andrea, I am going to ask you to look at what we
7 have marked as Exhibit 2, please. Have you had a chance
8 to review that?

9 A I didn't read the Model Release. I just
10 reviewed --

11 Q That's fine. Whenever I ask you to look at it,
12 if there is any particular content that I want you to
13 look at, I will direct you to it. Otherwise, I just want
14 you to look at the signature area.

15 Okay. Do you recognize this document?

16 A Yes.

17 Q Okay. And is that your handwriting?

18 A Yes.

19 Q Okay. And this is May 20, 1995; correct?

20 A Yeah.

21 Q Okay. Now, this is a Model Release with which
22 entity?

23 A Well, from the symbol up in the corner, I assume
24 it is Quad. And I see Score.

25 Q And to the best of your recollection, that is

1 the advertising insignia that they used? This is a
2 symbol that you recall being Quad's; is that correct?

3 A Yes.

4 Q Okay. Now, on the bottom of the document, it
5 states, "To be called: Chloe Vevrier." Pardon me if I
6 am not pronouncing that right. Is that your handwriting
7 as well?

8 A Yes.

9 Q And in May of 1995, do you recall why you
10 were -- why you executed the Model Release?

11 A Executed?

12 Q Why you filled this out?

13 A I assume -- it doesn't say where it happened. I
14 signed Model Releases in London, and I assumed that I
15 signed Model Release during my work for Score in the
16 Caribbean. So this could be either one of these
17 incidents.

18 Q Okay. Now, did you complete a Model Release
19 every time you did a shoot with Quad?

20 A I didn't shoot with Quad. I shot with Graham.
21 I only shot with, what I know, Quad in 2000, and it had
22 this symbol on it.

23 Q And at the time that you were shooting with John
24 Graham, did you complete Model Releases every time that
25 he shot pictures of you?

1 A Yes.

2 Q Okay. Did John Graham ever tell you his
3 relationship, if any, with The Score Group of Quad?

4 A At some point, they told me that they are
5 partners, but much later. I don't remember.

6 Q Okay. Now, in the first paragraph -- now I am
7 going to ask you to look at the content of the document.

8 In the first paragraph, it says,

9 "I hereby give Score magazine,
10 its photographers, representatives,
11 distributors and any others
12 acting on its behalf, my
13 unconditional and irrevocable
14 permission to use, copyright and
15 publish any photographs of me,
16 accompanied by either my real
17 name or by my fictitious name."

18 Do you remember reading that at the time you
19 filled out the Model Release?

20 A I remember that I was reviewing the Model
21 Releases from the very beginning. And I, at some point,
22 whether it was this one or another one having something
23 similar, I asked him about it.

24 And then he said that he is going to make sure
25 that they put my model name in it. That I wouldn't have

1 to worry about that.

2 This is standard procedure, what is in the
3 contract. And that this is why I said to be called Chloe
4 Vevrier.

5 Q Now, did you, in 1995, at the time you executed
6 this Model Release, did you tell John how you wanted your
7 pictures to be used?

8 A Well, as a model, you don't tell anybody
9 about -- anybody that. You work and that is it. I did
10 have discussions with him about that I didn't like the
11 quality of the photographs.

12 Not that I shot with him because he is actually
13 a really good photographer, but some of the other
14 photographers that I had worked in his office, and how it
15 looks in the prints.

16 And I told him that I would want more quality
17 because it was shot in a very fast and derogatory way.
18 And I even inquire that he shoots me more because we had
19 a very good work relationship, to insure that the
20 pictures look good.

21 I mean, I was on these pictures and some of them
22 when I saw them, I was not happy because they were shot
23 in a very derogatory way. I felt in a derogatory way,
24 but that was a private discussion.

25 Q Okay. And when you say derogative fashion, what

1 happened when you brought it to John's attention that you
2 thought these pictures were not holding you out in the
3 best light?

4 A He promised that he was going to shoot me more,
5 and he did.

6 Q And what exactly -- was it the quality of the
7 picture?

8 A Also, he explained to me that sometimes the
9 magazine, the printing is bad quality, which makes the
10 skin look really bad, for instance. Or the lighting
11 looks really bad and it just makes everybody look
12 horrible.

13 While he showed me other magazines, which were
14 higher quality printing, the same photo set look really
15 nice. So this is how he showed me how they only have
16 certain amount of control over how it looks in the
17 magazines and for how the pictures were taken.

18 He understood. And he knew from the very
19 beginning that I had a very -- he knew I had a vision
20 about erotica. And he explained to me what I would want
21 doesn't sell, but that he is going to -- to make me
22 happy, that he is going to shoot me for the next time
23 because I liked the way he photographed me, which was
24 just more careful and not just mechanically, basically,
25 which shows in the pictures.

1 And because it is me on these pictures, I felt
2 that I just want them to look -- not look that way.

3 Q Okay. Was it more about -- was it a content
4 issue or was it just the quality of the film and the end
5 product?

6 A No, yes.

7 Q The latter?

8 A Yes.

9 MR. MORGAN: I am going to hand you now what we
10 will mark as 3. It is a Model Release. It is marked
11 AF-3 at the bottom, if you will be so kind.

12 (Defendants' Exhibit 3 was marked for
13 identification by the court reporter.)

14 BY MR. MORGAN:

15 Q I hand you what we have marked as 3. It's a
16 Model Release and Certification with JLG Marketing
17 Limited in London, England.

18 And once again, Miss Fischer, I ask you to take
19 a look at where the document is filled out at the bottom
20 part of the page and if you could tell me if you
21 recognize that?

22 A Yes, I do.

23 Q Okay. Is that your handwriting?

24 A Model signature and everything that was supposed
25 to be filled out by model is my handwriting, and I stated

1 underneath, "Chloe."

2 Q Have you ever signed anything using the name
3 Chloe or Chloe Vevrier?

4 A Well, I was under the impression that a
5 signature wouldn't be legal if I signed it with my artist
6 name. So in order to be a legal signature, I was told
7 this is why I have to put the name that is in my
8 passport.

9 Q Okay. I understand that. I am simply asking a
10 question.

11 A Yeah.

12 Q Have you ever used that name, Chloe, or either
13 of those two names signing anything?

14 A Yeah, autographs.

15 Q Okay.

16 A Oh, yes, magazines. Everything, just not legal
17 documents.

18 Q Okay. Now, this document is dated February 18
19 of 1998. Do you see that?

20 A Yeah.

21 Q And this is when you're working again with John
22 Graham; do you recall that?

23 A Yeah.

24 Q Okay. And do you recall the circumstances by
25 which you were -- you signed this Model Release in 1998?

1 A Not specifically

2 Q Now, do you recall in any of these -- strike --
3 well, strike that.

4 Let me direct your attention to the second full
5 paragraph of the Model Release, where it says, "I hereby
6 waive." Do you see where I am referring to?

7 A Yeah.

8 Q "Any rights to inspect or
9 approve the photographs or
10 the editorial or advertising
11 copy or printed matter that
12 may be used by the Users in
13 conjunction therewith. I
14 further waive any claims that
15 I might have to the eventual
16 use to which it may be applied."

17 And I would ask you to read the last paragraph.
18 And, for the record, I am asking the witness to read the
19 second paragraph of the Model Release and Certification.

20 A Can I say something?

21 Q I asked you to read it. And then I will ask you
22 a question and then you can respond.

23 A Oh, okay.

24 Q Okay. Under this provision of the agreement,
25 you weren't permitted to inspect or approve the

1 photographs; were you?

2 A No.

3 Q Did there ever come a time when you worked with
4 John Graham that you refused to permit him to use any of
5 the photographs he took of you?

6 A No.

7 Q Now, we will go on, to move on.

8 A Can I say something to this?

9 Q Go ahead.

10 A It is the same that I said about the contract
11 before. I was told these are generic Model Releases and
12 that I wouldn't have to worry about each and every claim
13 in them, which I had to translate anyway, and what does
14 this mean, what does that mean.

15 My English at that time wasn't very well. And
16 John explained to me these Model Releases. And he also
17 told me that they are generic and that I don't have to
18 worry about these things. That if I put my name there,
19 this is what is going to be used.

20 He promised that. And I only work with him as
21 my direct contact. And I never found that it wasn't true
22 except "The Bachelor" magazine. And then I confronted
23 him about it, but we were friends, you know. I mean, he
24 said that when I put it there, it is going to be okay.

25 Q And when you say "The Bachelor" magazine, what

1 are you referring to?

2 A A Japanese magazine that continued to use my
3 real name. And when I found out about it, I immediately
4 called John Graham and I told him.

5 And then he said, well, we tried. And then I
6 don't know how, but eventually I got -- I don't know --
7 it must have been before. I met the publisher. And I
8 told him that I want him to stop using my real name and
9 to use my stage name.

10 Q And what happened?

11 A He did.

12 Q Okay. Do you recall when that was?

13 A No.

14 MR. MORGAN: Now, I am going to hand you what we
15 will mark as 4.

16 (Defendants' Exhibit 4 was marked for
17 identification by the court reporter.)

18 BY MR. MORGAN:

19 Q Miss Fischer, I will ask you again to review
20 this document.

21 A Okay.

22 Q This is dated October 7th of 1998; is that
23 right?

24 A Yes.

25 Q And this is with Napoli Video Productions?

1 A Yes.

2 Q Who is Napoli?

3 A It is Ken Kirk. It's a company here in
4 Los Angeles. The owner is Ken Kirk and it was referred
5 to me by my friend.

6 Q Okay. Now, I note that -- well, let me ask you
7 this: Is this your handwriting contained on the
8 document?

9 A Yes.

10 Q And I note after the second paragraph it says,
11 "Under no conditions use my
12 real name, KLK"?

13 A That is not my handwriting.

14 Q Okay. "Under no conditions use
15 my real name KLK," that is not your handwriting?

16 A No, I think he wrote that.

17 Q And "KLK" --

18 A I think that is his initials, yeah.

19 Q Okay. But the -- besides the initials, the
20 other language I quoted is not your handwriting?

21 A I think he put it there for me.

22 Q Okay. Fair enough. I am just trying to
23 authenticate.

24 A I think it is not mine, no.

25 Q Now, how about the handwriting below that?

1 A Yes.

2 Q That is your handwriting, though?

3 A Yes

4 Q And it mentioned -- and it reflects your stage
5 name; isn't that correct?

6 A Yes.

7 Q Okay. And on the bottom, do you know whose
8 handwriting that is under the signature under the
9 witness?

10 A No.

11 Q Okay. Now, do you know if -- did you take
12 pictures with Napoli --

13 A Yes.

14 Q -- Video Productions?

15 A Yes.

16 Q And who took the pictures of you?

17 A Ken Kirk.

18 Q And do you know if those pictures were ever
19 included in any magazines?

20 A Yes.

21 Q How do you know that?

22 A Because I saw them.

23 Q Okay. And do you know which magazines?

24 A Score magazine.

25 Q What was your relationship between Mr. Kirk and

1 the Score magazine?

2 A I don't know. I know that -- now, I know that
3 he is and then, when I saw the pictures, that he
4 advertised in Score magazine.

5 Q But at the time he was taking the photographs
6 for you in -- of you in 1998, did you know if he had any
7 relationship with The Score Group?

8 A No, I didn't know.

9 Q Okay. Did you have a -- any agreement with John
10 Graham to only be photographed by him?

11 A He wanted me to work -- to be photographed only
12 by him in the early '90's, when we became friends. And I
13 told him I would, as long as they treat me right.

14 And he said I can do other work other than nude
15 photography. I can do face photography. I can do TV
16 shows and live events.

17 He said it would be better for me and for him if
18 I wouldn't shoot with other people. And he said, look,
19 we treat you well here.

20 And also, at that time, I had a private
21 relationship with him. And I know he was very jealous.
22 So we had kind of like an agreement. I not really -- I
23 never signed anything and I never promised anything.

24 He asked me to. And I said, okay, but I did
25 work with other people for other things, like I said, TV

1 shows and also modeling, so --

2 Q And when you say "private relationship," you had
3 a romantic relationship with Mr. Graham?

4 A Yes.

5 Q And for how long did that exist?

6 A A couple of years, several years.

7 Q Now, when you were having your picture taken
8 with the Napoli Video Production group, did you have any
9 control over the use of those photographs?

10 A No.

11 Q Okay. All right.

12 MR. MORGAN: I am going to hand you now what we
13 will mark as Exhibit 5.

14 (Defendants' Exhibit 5 was marked for
15 identification by the court reporter.)

16 BY MR. MORGAN:

17 Q Miss Fischer, we tried to be as discreet as
18 possible with all of these exhibits. I am handing you
19 now what we have marked as Exhibit 5. And this is a
20 document from "Bachelor" magazine; is that correct?

21 A Yes, it says here.

22 Q Do you recognize this document?

23 A Yes.

24 Q Okay. And is this a photograph that was taken
25 by a photographer for "Bachelor" magazine?

1 A No.

2 Q Was this a photograph that was taken and a
3 picture that was subsequently sold to "Bachelor"
4 magazine?

5 A Can you -- I don't understand.

6 Q Do you know how this photograph became -- that
7 it was included in "Bachelor" magazine?

8 A That, I don't know. I know it was shot. It was
9 shot in 1991, in Amsterdam, or even before that. I think
10 it was 1991, but maybe it was the end of 1990, when I was
11 in Amsterdam; and I shot with Potorama.

12 Q Okay. And do you recall when this was included
13 in "Bachelor" magazine?

14 A No. No.

15 Q Do you know if it was after 1991?

16 A It is possible. I think I saw old pictures
17 reoccurring. So, yes, I think it was -- yeah, of course,
18 because '91, I didn't get magazines. I only got
19 magazines way down -- even old magazines. So whether
20 this is a magazine that was in that year or in '93, I
21 would have only gotten it much later.

22 Q Okay. And in this magazine they weren't even
23 using your first name Andrea, they used the name Irena?

24 A Yes.

25 Q And where did that name come from?

1 A They had problems with pronouncing my name
2 Andrea in Holland. They made it sound very wrong. And I
3 suggest, just call it Irena then. I thought it was a
4 nice name to call and easy.

5 Even here in America, people don't know if they
6 call me Andrea or Andrea. So in German, it is Andrea.
7 So it is a very different sound. And in Holland it was a
8 similar.

9 And the person I was working with at that time,
10 he really liked -- and I said, well, call me Irena.

11 I don't know why "Bachelor's" only put Irena
12 here.

13 Q You indicated, though, that you had discussions
14 with them and there was some confusion and you told them
15 to go ahead and use Irena?

16 A To refer to me, not to put it in the magazine.
17 To refer to me, but this was shot in 1991 where I had no
18 stage name. So they could do whatever anyway.

19 Q Subsequently, when pictures were included in
20 other magazines, though, did you ever communicate with
21 anyone that they should be using your stage name?

22 A Yes.

23 Q Okay. And with whom did you speak to?

24 A I spoke to Hans Tolman from Photorama in
25 Holland.

1 Q I'm sorry. That name?

2 A Hans Tolman. He used to be, I guess, owner of
3 Photorama. I don't even know if that is really his name.
4 This is just what I remember.

5 Q And where are they located?

6 A Amsterdam.

7 Q And what did you say to him?

8 A They wanted me to work for them again. And I
9 told them that I had personal difficulties because of the
10 usage of my real name, and that I would need them to
11 respect my stage name.

12 And he wasn't -- he wasn't promising me that and
13 so I never worked with him again.

14 Q Do you know if this photograph that is depicted
15 on Exhibit 5 has been in any other magazine?

16 A Yes.

17 Q Okay. And what other magazines?

18 A The one I know of is "Hustler," "Extra." I was
19 on the cover and inside.

20 Q When do you recall?

21 A You know, I assume sometimes -- you know, I
22 don't know. I have -- I submitted, I think, that cover.
23 I have it. I could find that out, but I don't know.

24 Q Was it subsequent to 1995?

25 A Subsequent. Before?

1 Q No, after.

2 A No, I don't think so. "Hustler" was way before
3 that. Way before that.

4 Q In 1992?

5 A Probably, or '91, because this was shot early.
6 Much earlier.

7 Q And you said "Hustler," what was the other name?
8 "Extra," was it?

9 A I think it was special edition in "Hustler." It
10 was in Germany. It was German "Hustler."

11 Q Is that a different version than what we have
12 here in the states?

13 A I assume. I don't know.

14 Q Any others that you can think of?

15 A I was told by people that have seen me in
16 magazines, but I don't have them. I also lost my
17 portfolio in '98. So I don't recall. I have seen these
18 pictures everywhere. I have seen them in advertising,
19 so --

20 MR. MORGAN: I am going to show you an
21 Exhibit No. 6, a pinup in "Bachelor's," 1994.

22 (Defendants' Exhibit 6 was marked for
23 identification by the court reporter.)

24 BY MR. MORGAN:

25 Q Andrea, I have handed you what we have marked as

1 Exhibit 6, and this purports to be a copy of a super
2 pinup enclosure in the "Bachelor" magazine of the
3 enclosure of "Bachelor" magazine in 1994.

4 Do you recognize this?

5 A Yes.

6 Q Now, you testified that after the 1991/1992
7 incident with "Bachelor" magazine, you spoke to them and
8 you indicated that there was a problem that they were not
9 using your stage name.

10 Now, in October of 1994, they now referred to
11 you as Andrea Irena Fischer?

12 A I didn't say that I referred to them in
13 1990/1991. I didn't say that. I said that over the
14 course of the time that I actually got those magazines,
15 which would have been way down the '90's -- I never got
16 those magazines.

17 And once I have seen them -- for instance, in
18 the Score office, I have seen these magazines in John
19 Graham's office. And I confronted him immediately about
20 it. And I remember that even a phone call happened where
21 he said that he talked to the publisher in Japan, because
22 I told him.

23 And he said, well, look, it is Japan. Nobody is
24 going to see it and this and that. And I -- but I was
25 furious. Because I -- when I got the personal contact --

1 and he will testify that the publisher, that I told him
2 to use Chloe Vevrier because I was very upset. And he is
3 a big fan of mine, who didn't want to upset me. And he
4 apologized very much for this.

5 Q Okay. And when did you -- when did you first
6 see the pinup of October of '94?

7 A Sometime in the office of John Graham. And then
8 I requested a copy because I wanted the pictures.

9 Q Well, let's just go back because maybe I
10 misunderstood your testimony.

11 The prior exhibit, which is the Bachelor picture
12 that referred to you as Irena Fischer, I think you
13 indicated that you thought that was taken on or about
14 1991?

15 A I know for sure.

16 Q Okay. And that you certainly let it be known to
17 John and others, when you saw that, that your real name
18 should not be used; is that right?

19 A (Witness nods head.)

20 Q And I thought it was your testimony that you had
21 spoken to somebody at the "Bachelor" magazine shortly
22 thereafter, it was in the early '90's, that your real
23 name should not be used.

24 Do you recall when that was?

25 A Yes. I think it was in Japan in '92, but I

1 didn't -- I didn't know then that they put my real name
2 there.

3 That was when I saw the magazine at John
4 Graham's office, that I asked, why they are still using
5 my real name?

6 And then I contacted Hiroshi and I told him that
7 I wanted him to use my stage name.

8 Q But when you went in Japan in 1992; is that
9 correct?

10 A I think so, yeah.

11 Q Did you make it very clear to the folks at the
12 "Bachelor" that you wanted to use your stage name?

13 A I thought so.

14 Q Okay. And did you -- did you make it clear to
15 them that if they didn't use your stage name, that there
16 would be consequences?

17 A I didn't think I needed to because by saying
18 that I want -- that I have my artist name, I thought
19 that's what is going to be. And John Graham was with me.
20 So I related a lot to him. And he was taking most of the
21 pictures. Yeah. So --

22 Q And other than this conversation you had and
23 having John Graham with you, is there anything else that
24 you did to manifest your intent that the name Chloe was
25 and should have been the name to be used in connection

1 with all of your pictures?

2 A Yes. I contacted Hiroshi myself. I got his
3 contact info and I contacted himself.

4 And I also made John Graham talk to him from the
5 London office. I think I spoke to him at that time, too.

6 I don't remember if I called him from Germany,
7 but I know that I talked to him. And he apologized very
8 much. And I was really very upset.

9 Q Now, in connection with the use of the name
10 Chloe, have you ever written a letter to any of these
11 publishers at any time when they didn't use the name you
12 wanted?

13 A No. No.

14 Q Have you ever written to John Graham and
15 memorialized your dismay that the name Chloe was not
16 being used?

17 A It was used. So I didn't need to.

18 Q But we know that there were some instances where
19 that name was not?

20 A And I confronted him immediately to him about
21 it. And I also made it very clear to John Graham if he
22 does not help me with this, I wouldn't work with him
23 anymore. Just like I stopped working with Potorama.

24 Q Okay. When did you stop working with John
25 Graham?

1 A I didn't. I mean, I didn't at that time,
2 like -- I didn't threaten.

3 I said if this is not taken care of, I will not
4 work with you anymore. I can't. It is too dangerous for
5 my personal life.

6 I stopped working with John Graham, I think,
7 when I signed the contract with Score because he wasn't
8 shooting me at that time anymore. So -- but I think,
9 actually, he photographed me for Chloe's World in his
10 house. So I don't remember if it was '99 or 2000.

11 But because they are partners, he said it was
12 okay. I said, I am not supposed to work with anybody.
13 And he said, we are partners. And that photo shot got
14 into the website.

15 Q When was the last time that you worked with John
16 Graham or the Score Group?

17 A It was in May, 2001. Score Group, not John
18 Graham. The Score Group.

19 Q I understand.

20 MR. MORGAN: I am going to hand you what we will
21 mark as Exhibit 7. And that is AF-5.

22 (Defendants' Exhibit 7 was marked for
23 identification by the court reporter.)

24 BY MR. MULLIN:

25 Q Miss Fischer, have you seen this document

1 before?

2 A Yes.

3 Q And it is an agreement dated October 12, 1998?

4 A Yes.

5 Q Between John Dragon, photographer, and Andrea
6 Fischer/Chloe Vevrier, a model. And is that your
7 signature at the bottom?

8 A Yes.

9 Q And who is John Dragon?

10 A An L.A.-based photographer that is the same
11 friend that referred me to Napoli referred me to.

12 Q And it refers that you would be using these
13 photographs on the website, www.chloeevevrier.com?

14 A Yeah. Danni Ashe at the time operated a fan
15 club for me and I wanted to have some pictures for it.

16 And he said I can have some pictures for my fan
17 club. And he wanted to make sure that they are not
18 getting on any of his clients' websites, but only for my
19 fan club.

20 This was why he put that there. That it is not
21 for Danni Ashe. Because at that time, he had a falling
22 out with a professional.

23 Q Fallout with whom?

24 A With Danni Ashe. That is what he said. That he
25 didn't want my pictures will be on her website, but only

1 on my fan club.

2 Q Now, the site -- website, www.chloevevriar.com,
3 when was that established?

4 A I don't know exactly. I think it was in '96 or
5 '97. I really don't know.

6 Danni Ashe was my friend and she operate my fan
7 club for me. So I didn't even know what a website is at
8 that time.

9 And she said she has people who do this stuff.
10 And that I would only need to supply private pictures and
11 a newsletter.

12 Q Do you know who owned the rights to the
13 website?

14 A I did not know at that time. I believed it was
15 Danni Ashe, who was my friend at that time.

16 Q Okay.

17 A And I trusted her.

18 MR. MORGAN: I am going to hand you what we will
19 mark as -- this is Exhibit 8.

20 THE WITNESS: Um-hmm.

21 (Defendants' Exhibit 8 was marked for
22 identification by the court reporter.)

23 BY MR. MORGAN:

24 Q Miss Fischer, do you recognize this document?

25 A Yes.

1 Q What is your recollection of what this document
2 is?

3 A I think it is a screen chart of a website that
4 was the follow-up fan club for me and was run by Sheryl
5 Flicker who took chloeevriier.com over.

6 And from my understanding, at that time
7 chloeevriier.com was directly connected to Fantasy Cafe.
8 And when I found out that it wasn't, our business
9 relationship ended.

10 Q Okay. And what involvement did you have in the
11 establishment of the Fantasy Cafe?

12 A That she would basically do what Danni Ashe did
13 before, be my web master, and, I thought, partner, in the
14 sense of running my fan club in America.

15 Q Okay. But did you have any involvement in
16 creating the Fantasy Cafe?

17 A Not the Fantasy Cafe.

18 Q Okay.

19 A But our agreement was that she can use some of
20 the pictures that we produced for the Fantasy Cafe, which
21 was her website, as a payment for her work for my fan
22 club.

23 Q Okay. And did you have any control over the
24 content on that site?

25 A I don't understand.

1 Q Were you involved with what content was
2 contained on that site?

3 A Of me?

4 Q In general.

5 A She showed me her website and we talked about
6 the design and about what -- well, she showed me her
7 idea. And she promised me that she is going to take care
8 of my fan club and we had percentages.

9 So me working for her Fantasy Cafe was part of
10 her payment for running my chloeevriier.com fan club,
11 which she never did, which is why I ended with her.

12 Q Okay. But in terms of -- there were pictures of
13 yours on the site; is that right?

14 A On the Fantasy Cafe?

15 Q Correct.

16 A Yes.

17 Q Did you choose which particular picture was
18 on --

19 A No, she chose them, but she showed them to me.
20 And she asked if I like -- not my permission but -- is
21 that right to say?

22 MR. PAINTER: (Nods head.)

23 MR. MORGAN: Okay. 73, 77 and 75, please.

24 (Defendants' Exhibit 9 was marked for
25 identification by the court reporter.)

1 BY MR. MORGAN:

2 Q Miss Fischer, I will ask you to look at what we
3 have marked as composite Exhibit No. 9. And they are
4 marked AF-73, AF-75 and 77.

5 Miss Fischer, have you seen these before?

6 A Yes.

7 Q When was the first time that you have seen these
8 photos?

9 A Like the other ones. It was sometime after I
10 shot them. And it was at the studio of John Graham.

11 Q Do you recall when these photographs were shot?

12 A AF-73, I believe was shot in '97. AF-77 in '92.
13 And AF-75, '94 or '95, I assume.

14 Q Okay. And how are you able to attribute a
15 particular date to these photographs?

16 A Because I remember when they were shot and
17 where. This was -- 73 was shot in Palm Springs. 77 was
18 shot in the Bahamas and in London, primarily. I also see
19 some of the -- of the shots from '93 on here. And 75 was
20 in the studio in London. So I think it was '95.

21 Q Okay. Now, let's just draw your attention for a
22 moment to 73, please.

23 A Yeah.

24 Q This is a Natural Double D, Irena Fischer and
25 Tawny Peaks. When was the first time you saw it?

1 A I don't remember.

2 Q Okay. And when you saw it, did you speak to
3 anybody about the content?

4 A Yes.

5 Q To whom did you speak?

6 A John Graham, about my name.

7 Q Okay. Now, by this time, there had been a
8 number -- apparently, a number of instances where the
9 name Chloe is not being used; is that fair to say?

10 A No, because when I saw these magazines, I saw a
11 stack of maybe 20 magazines. I did not see them when
12 they came out. I saw them at once in the studio.

13 He had piles that were like meters high with
14 magazines. And I was always excited to see where I was
15 in. And I only saw these magazines in one time. I
16 didn't see them every time I went there.

17 I asked him to get me copies. So it is very
18 possible that I saw most of these Japanese ones and ones
19 that were incidents. And I made a big stink about it.

20 Q Miss Fischer, what did you do, if anything, to
21 police the use of your name Chloe?

22 A I talked to John Graham, which was the
23 photographer I worked with, and I asked him to take care
24 of this once I saw that. And I saw that this was a video
25 even.

1 He insured me that I would be safe. Anyway, it
2 is just in Japan and he is going to talk to them. He
3 said they don't have the final word what the publishers
4 are using.

5 And I then said, look, this has to happen.
6 Otherwise, I cannot work for you anymore.

7 And then he called. That was all one incident.
8 And he promised me that he is going to take care of it as
9 far as he can.

10 And this is how I was policing it. I went
11 through the magazines when I was in London. I marked
12 every Model Release, whether it was in Germany, in London
13 or anywhere I went.

14 When I had a chance to speak to the photographer
15 about this, I always make sure that they understand.
16 That is why Ken Kirk even wrote on this Model Release,
17 under no circumstances because that was my main concern.

18 Q You were not sure that is Mr. Kirk. You just
19 don't recognize it as your handwriting; is that right?

20 A I assume, I think he wrote that for me.

21 Q But you don't know?

22 A Well, he was the only one there when we did the
23 Model Release.

24 Q But do you recall him -- did you see him writing
25 that in there while you were there?

1 A I think I do. I think I remember that.

2 Q You think or you do?

3 A I do. I do, yeah.

4 Q I draw your attention to AF-75, please. When
5 was the first time you saw this photograph?

6 A I don't remember.

7 Q Have you seen it prior to today?

8 A Yes. I have seen in John Graham's office.

9 Q And did you also comment to John at the time?

10 A Yes. Yes.

11 Q Okay.

12 A I think when I saw this, I made him call the
13 publisher. This freaked me out completely because it
14 totally gave out my identity. So anybody who sees this,
15 who knows that Andrea Irena Fischer is Chloe and would be
16 able to track me down at home.

17 So this I know, when I saw both names, was when
18 I was enforcing it. And like I say, I probably saw all
19 of these in one incident.

20 Q Okay. Well, other than talking to John Graham,
21 was there anything else to insure the quality control of
22 the name Chloe?

23 A Yes. By signing my Model Release and putting on
24 that I want to be called Chloe Vevrier and John was
25 not -- John Graham was not just a friend, but he was an

1 owner of the company that I was shooting with, who sold
2 this content to other magazines.

3 So he was the one that I had to address my
4 concerns to because I had no idea how to get ahold of any
5 publishers. And I had asked him if it would make sense,
6 and he said it wouldn't.

7 Q Okay. But it is your position, Miss Fischer,
8 that the name Chloe is a mark that is owned by you?

9 A It is my name that I came up with. I introduced
10 to The Score Group and it is my idea. Chloe Vevrier is
11 completely my idea. And I know why. And I introduced
12 that name to Score -- not to Score, but I introduced to
13 John Graham and he didn't like it.

14 And I enforced it. He said it is hard to spell.
15 People will not remember. Can't I come up with an easier
16 name? And what is wrong with my personal name?

17 And I told him and I insisted on that.

18 And he said, well, that is my condition, then he
19 is going to do it. I mean they wanted me to work for
20 them. So, of course.

21 And then I said, that if I find that the
22 magazines don't print it, I wouldn't come back.

23 Q But you did come back, didn't you?

24 A The magazines printed Chloe Vevrier. The ones
25 that I worked for him from that time on that he was

1 responsible for. Yes.

2 Q Let me draw your attention to AF-77, please.

3 This is entitled "Bachelor's Plus the Angel from
4 Berlin," and it has the "A.I. Fischer story."

5 Have you seen this before?

6 A Yes.

7 Q And this was in direct contradiction of your
8 wishes; isn't that right?

9 A All of this was one incident. These magazines
10 were published at different times, but I only got to see
11 them at one time. And I took actions right away as far
12 as my power was.

13 Q But at the time that these magazines were
14 producing, Miss Fischer, other than relying on
15 Mr. Graham, you were either unable or did nothing to
16 enforce your mark; isn't that right?

17 A I did. I did.

18 Q Okay. Okay. Well, then explain to me what you
19 did other than speaking to Mr. Graham what you did?

20 A I also spoke to the publisher.

21 Q And when you say you spoke to him, you called
22 him on the telephone?

23 A Yes, from London.

24 Q But you did not follow up in writing?

25 A Yes. He apologized and he assured me that he

1 was going to respect that. I cried on the phone. I was
2 very concerned.

3 I mean, maybe you don't understand, but my
4 private life was harassed. In my private life, I was
5 harassed by people. And to protect my privacy, I had to
6 fight. At that time, it wasn't a mark I was fighting
7 for. It was my personal protection and my image -- my
8 professional image.

9 It had nothing to do with -- you know, I wanted
10 them to use my artist name because that was my artist
11 image that I presented in front of the camera. And I had
12 a strong personal reason to do so.

13 Q Okay. At what point did it become a mark that
14 you were concerned about?

15 A In '98, when I learned more about the business,
16 because I was studying medicine in Germany. I didn't
17 even know that I was famous. I was never told any
18 numbers or anything.

19 When I came to London, I saw these magazines and
20 that told me something. But I didn't know how popular I
21 was or anything.

22 And then a friend of mine, who was here in
23 America in the business, told me a little bit more. And
24 I realized that I should take care of that.

25 And in '98, I asked her about trademarking my

1 name -- my model name, because I had plans already. I
2 think my plans to have my own website started in '96.

3 And she explained to me how difficult it is and
4 being that I was a foreigner, it would be impossible for
5 me to get a trademark. And she said I would not need it.
6 If I don't mark it myself, just to be a model.

7 She said don't go through all of the trouble and
8 it would have been too expensive anyway. And I was
9 living in Germany. But I inquired about information and
10 she had trademarked her name, or tried to, however. And
11 she had a lawyer in her office and I asked.

12 Q And who is this individual who you are talking
13 about?

14 A Danni Ashe.

15 Q Okay.

16 A I asked her for advice in that sense.

17 MR. MORGAN: I am going to hand you what we will
18 mark as Exhibit 10.

19 THE WITNESS: Um-hmm.

20 (Defendants' Exhibit 10 was marked for
21 identification by the court reporter.)

22 BY MR. MORGAN:

23 Q Mr. Fischer, I will ask you to take a look at
24 that, please.

25 A Yes.

1 Q Have you had a chance to take a look at that?

2 A Yeah.

3 Q Do you recognize this document?

4 A Yes.

5 Q What is your understanding of this document?

6 A This was my first application to trademark my
7 name.

8 Q When you say the first, was there subsequent
9 efforts to trademark your name?

10 A Subsequent is before?

11 Q After.

12 A After this --

13 Q How many times have you tried to trademark your
14 name?

15 A Once.

16 Q Okay.

17 A I still do.

18 Q So you said the first time -- okay. You
19 abandoned this application; isn't that correct?

20 A I need to check abandon or can you say it
21 differently?

22 Q You did not complete this process, did you?

23 A I tried. It got refused because I couldn't
24 provide American documents.

25 Q Okay.

1 A For advertising.

2 Q And who told you that was the basis?

3 A Susan Leslie Dubois from the trademark office.

4 Q And do you have any communications from
5 Miss Dubois reflecting that was the issue?

6 A Maybe in written, but I had several phone calls
7 with her where she pointed out that if I don't have
8 advertising materials showing that I advertised my
9 modeling services, that I don't have sufficient
10 documents.

11 And she said that -- I think that also because
12 any material that I could have given was from Germany,
13 that also was the reason. But mainly, because I had no
14 advertisement.

15 And I told her that as a model, nobody
16 advertises. I don't know any model in this business that
17 has an advertising going for her services. I wouldn't
18 even know how to do so.

19 And she said but this is how the trademark --
20 this is what the trademark requires. And she explained
21 it to me.

22 And I told her that this is not how it goes in
23 this business. People know of you and contact you from
24 seeing you in the magazines.

25 So because of lack of providing, I didn't have

1 any advertisement and my magazines or shows or word by
2 mouth wasn't considered advertising. So it couldn't go
3 through with this, unfortunately.

4 Q Okay. And you filed this in November of 2002;
5 isn't that right? Is that correct?

6 A Yes. I'm sorry. Yes.

7 Q And that was about ten years after you testified
8 that you came up with the name Chloe; is that right?

9 A Yes, Chloe Vevrier.

10 Q And is there any reason why you waited ten years
11 to seek a mark on the name?

12 A I didn't wait. Like I say, in '98, I asked
13 somebody who would know. And only in 2002, I was an
14 American residence. I had knowledge and I had an
15 understanding that I do -- that I do know, what to do
16 about a trademark.

17 In Germany, I had no understanding of any of
18 this, and I hadn't had the opportunity.

19 And when I was here in '98, and I wanted to
20 become more involved, and have better control over my
21 image because I wasn't happy how I was presented.

22 I asked, what do I have to do to trademark my
23 name? The answers were not encouraging.

24 Q You said that you were referring to around
25 1998 --

1 A Yes.

2 Q -- that you were seeking a better control over
3 your image; what do you mean by that?

4 A I wanted to have my own fan club and be able to
5 present myself in a certain manner. Not just as a meat
6 product, how I refer to how Score was presenting me.

7 Q Okay. So you objected to the way that Score was
8 presenting you?

9 A I felt I was borderline.

10 Q And what do you mean by "borderline"?

11 A Borderline to be -- well, you know -- I had no
12 control. So they could say things. I never -- I never
13 would say ethically.

14 I had a big discussion about when I had this
15 contract with them, they wanted to shoot me with a
16 turkey -- a dead turkey for Thanksgiving. And that
17 wasn't directly with John T. Fox. It was with a
18 photographer. And John Fox, he completely was bezerk
19 about it.

20 And I am -- I have been a vegetarian for almost
21 14 years now. And I wouldn't do that. I don't just
22 represent big tits. This is what Score represents me as.
23 I am a person who has a lot more going on. And since I
24 have my own website, I can present that.

25 I have a vision. I have an understanding of

1 erotica. And I have to live with my body. So, you know,
2 this is not just a business for me.

3 And people respond to me all the time because of
4 my body. So I had to -- this confrontation I had to work
5 with, the whole idea of what it is to be an erotic model
6 or to be in this business or to be a woman that attracts
7 a lot of attention. And none of my ideas were welcomed.

8 As a person, I was not welcomed. I had no
9 control. I signed these Model Releases and I had no
10 control. They wrote things that were very rude that I
11 would never do or say in my name, in the magazines. So I
12 didn't like that.

13 I didn't like to be presented like a dead fish.
14 And that is why I realized that -- that is when I
15 realized the fan club could be a website, could be a
16 forum to represent myself better.

17 And I talked to John Graham prior to signing the
18 contract with Score. And he advised me to sign this
19 contract with Score to support Chloe's World for those
20 two years, to save the money, and to do my own website
21 afterwards.

22 Q You had mentioned this issue about the turkey.
23 Was that something that John Fox was mad that you didn't
24 do?

25 A Yes.

1 Q Yes?

2 A Not at me, but the photographer told me. And he
3 was white in his face because he got yelled at. He was
4 told that he had to make me do it.

5 And I told him there is no way. And this is
6 when I realized that Chloe's World is not like -- that I
7 am really just supplying my body.

8 Q What is Chloe's World?

9 A It is a website that contains Score's
10 photographs and videos that they shot of me.

11 Q And how long has it been in existence?

12 A I don't know. I think it was founded in '98, I
13 think. I don't know.

14 Q And what involvement do you have with Chloe's
15 World?

16 A Currently, none.

17 Q And did you ever have any involvement?

18 A I was modeling for Chloe's World.

19 Q And other than modeling for Chloe's World, did
20 you have any decision-making authority?

21 A No.

22 Q Did you have any control over the use of your
23 pictures?

24 A No.

25 Q Did you have any quality control issues?

1 A (Witness nods head.)

2 Q You have to --

3 A Issues?

4 Q Did you have any quality control over your
5 pictures?

6 A No. No.

7 Q Did you have any contract with Score as to the
8 use of your pictures in connection with Chloe's World?

9 A Yes, I did.

10 Q And what was that contract?

11 A It was an exclusivist contract that I signed, I
12 believe, in October, November, 2000.

13 Q We will get to there in a little bit. If I
14 could ask you to look at the trademark document I handed
15 to you, inside the second page it has a Prosecution
16 History.

17 And on the second -- well, the first line
18 indicates that there was a, I guess, a filing in April of
19 2003. And then the second line is just a letter and the
20 entry is nonresponsive 4803.

21 Do you know what that was?

22 A No.

23 Q Okay. Do you know if you responded to any of
24 the inquiries of the trademark office?

25 A I think so. Yes.

1 Q Okay. Did you keep a file in connection with
2 your efforts to obtain a trademark?

3 A Yes.

4 Q And do you maintain that file today?

5 A Yes.

6 Q Okay. Did you ever meet with Miss Dubois?

7 A No.

8 Q Talk to her on the telephone?

9 A Yes.

10 Q You exchanged correspondence with her?

11 A Yes, via E-mail.

12 Q Did you maintain those E-mails?

13 A Partially. Partially, the computer that I used
14 at that time broke. So part of the earlier communication
15 got lost and I couldn't retrieve it.

16 Q I want to ask you to move on in this same
17 document to page -- the tenth page. It is an E-mail from
18 Chloe to Ecom111.

19 MR. PAINTER: Are you talking about the E-mail
20 that is signed by Jason Seifert?

21 MR. MORGAN: That's right.

22 Q Miss Fischer, I ask you to take a look at that,
23 please.

24 A Yes.

25 Q This is a document that was clocked in on May 7,

1 2003, as it has a stamp on it, and it is a E-mail
2 purportedly sent by Jason Seifert. Do you have knowledge
3 that was sent by your husband?

4 A Yes.

5 Q And it said in the second paragraph,

6 "I have contacted the company

7 who used to work with Chloe.

8 They would be willing to sign

9 the affidavit saying that she

10 approached them as Chloe Vevrier

11 for modeling services in 1996.

12 Would this suffice for a proper

13 specimen? Let me know if I can be

14 of further assistance."

15 What entity did you approach in 1996 as Chloe?

16 A I don't know. I am trying to remember which
17 one. This was about advertising, whether this would be
18 considered advertising. I don't remember which company
19 at that time we were talking about.

20 '96, I know I worked with several different
21 ones. I don't know which one he was referring to right
22 here because it would have been for any of them.

23 Q It does not say "as advertising." Approached
24 them as --

25 A Yes, by approaching, because we had the lack of

1 advertising and the question was if that would be enough,
2 this is what he is asking here, as proper specimen
3 because she pointed out that we need -- and they say that
4 I approached them as Chloe Vevrier, if that would be some
5 sort of manner of falling under that. This is why he
6 says if this is a proper specimen.

7 Q Okay. Do you know what company he is referring
8 to that was approached by you for modeling services in
9 '96?

10 A Well, there are several ones.

11 Q Okay. Do you know one?

12 A Yeah. Yeah.

13 Q What is the name?

14 A Well, El Karten Vertrieb I worked for.

15 Q Is that a United States entity?

16 A No. No.

17 Q I think you testified earlier that one of the
18 requirements were, as you understood it, that you needed
19 an American company. So of that group of entities, were
20 there any American entities?

21 A Danni's Hard Drive. If that was already in '96,
22 yeah. If any, then it would be Danni's Hard Drive.

23 Q Who is Danni's Hard Drive?

24 A That is a website, similar content. Danni Hard
25 Drive. So it was probably DHD.

1 Q Okay. Were there any other American entities
2 that you approached for modeling services in '96?

3 A I don't remember any other.

4 Q Okay. Now, if I asked you to move forward on
5 this document, four pages, it speaks about an Office
6 Action. At the top, it says, Page 2 of 5, printed
7 4/9/03?

8 A Yes.

9 Q Okay. And in the middle of the page, it refers
10 to "Office Action. To avoid abandonment,
11 we must receive a proper response
12 to this office. Action within
13 6 months of our mailing or
14 E-mailing date."

15 A Um-hmm.

16 Q And it says, "Refusal - Failure
17 to Function As A Mark on Specimen
18 Provided."

19 "This specimen is unacceptable
20 as evidence of actual service mark
21 use because the submissions consist
22 of magazine articles/spreads, video
23 sleeves, and model release without
24 any reference to any modeling
25 services or appearances identified

1 by the applicant. Merely modeling
2 in magazine spreads is not a
3 service performed for the benefit
4 of another."

5 And then the next page delineates -- the next
6 couple of pages, the types of issues that would satisfy
7 that requirement.

8 Do you know if any documents were filed with the
9 trademark office in connection to satisfy this
10 requirement?

11 A Can you rephrase that, please?

12 Q I will simplify it. On Page 2 of 5, where we
13 were, I think I was mentioning that the -- I read to you
14 the trademark office, on the last paragraph of that page,
15 indicated that what was provided was insufficient.

16 Is that your understanding of that provision?

17 A Yes.

18 Q The next couple of pages then is a response by
19 the trademark office indicating what needs to be
20 submitted to satisfy the requirement. Okay?

21 A Yes.

22 Q Are you aware of any materials that were
23 provided to the trademark office in an attempt to satisfy
24 those requirements?

25 A No, because I did not have advertisement.

1 Q Okay. Who was assisting you in this process?
2 A My husband.
3 Q Okay. Anyone else?
4 A No -- Susan Leslie Dubois answered all
5 questions.
6 Q Okay. But she worked with the government?
7 A Yes.
8 Q Anyone that was working with you and your
9 husband?
10 A No.
11 Q Okay. Now, your husband had worked at Score,
12 didn't he?
13 A As a photographer, yeah.
14 Q Okay. Now, if you would move forward, I think
15 it is Page 19. There it is. Thank you.
16 You have it?
17 A Is that the one?
18 Q They are not numbered but you have where I want
19 to be. On this page there is some handwritten notation.
20 On the right-hand side, do you recognize that
21 handwriting?
22 A No.
23 Q Okay. Fair enough.
24 If you would then move three pages --
25 A Behind?

1 Q I do not mean to confuse you. There is a page
2 with your signature on it or purports to be your
3 signature. Is that your signature?

4 A Yes.

5 Q Okay. You can set that aside. We are finished
6 with that. Thank you.

7 Now, when you were -- you had mentioned that you
8 had an exclusive with Quad; isn't that right?

9 A In 2000 to 2002.

10 Q Okay. And during that period of time, did you
11 do any modeling services for any other entity?

12 A No.

13 Q Okay. Did you provide any other services for
14 any entity or person besides Quad?

15 A No.

16 Q Okay. I am going to hand you now which is AF-7.
17 (Defendants' Exhibit 11 was marked for
18 identification by the court reporter.)

19 MR. PAINTER: Isn't this more than a single
20 page?

21 THE WITNESS: Yeah, it's Page 2.

22 MR. MORGAN: Here we go. It is three pages.

23 BY MR. MORGAN:

24 Q Miss Fischer, do you recognize this document, in
25 fact, it is a document you provided to us. Let me ask

1 you: Do you recognize the document?

2 A Yes, I do.

3 Q Okay. And on the last page which -- does not
4 contain your signature, does it?

5 A This was my copy. I did sign my copy. It
6 doesn't have my signature. The original, that is at
7 Score's office, has my signature.

8 MR. MORGAN: Okay. What we will do is I will
9 now hand you what we will mark as Exhibit 12.

10 (Defendants' Exhibit 12 was marked for
11 identification by the court reporter.)

12 BY MR. MORGAN:

13 Q Miss Fischer, if I ask you to turn to the last
14 page of the document, please. Is that your signature?

15 A Yes.

16 Q And underneath that is 9/16/2000, is the date
17 that you signed?

18 A Yes.

19 Q Okay. And who are the witnesses?

20 A Dieter Broers, who I mentioned before, and
21 Michael Pfeifer was my boyfriend at that time.

22 Q Okay. And where was this signed by you?

23 A In Germany.

24 Q Okay. Now, if I could ask you to look at the --
25 at Page 2 of the document, there is some handwritten

1 note; is that your handwriting?

2 A Yes.

3 Q Okay. And that is your initials on the bottom
4 of the page?

5 A No, I don't think so.

6 Q Okay. You don't recognize that?

7 A No.

8 Q Okay. Now, what was the purpose of this
9 agreement?

10 A Me modeling for Chloe's World. Don't model for
11 anybody else. And providing personal diary content.

12 Q Okay. And in exchange, under Paragraph 1, The
13 Score Group agreed to pay you \$2,000 a month for two
14 years --

15 A Yes.

16 Q -- is that correct?

17 A Yes.

18 Q And were you paid that money?

19 A Yes.

20 Q Under Paragraph 2, it states that
21 "Fischer, agrees --" Fischer being you,
22 "-- that 'Chloe's World,' a website
23 wholly owned by The Score Group
24 and operated by The Score Group
25 or any other entity or agent

1 The Score Group, in its sole
2 election, so designates, will be
3 Fischer's exclusive website.
4 Additionally, Fischer covenants
5 that she will not assist or
6 otherwise provide to any other
7 website in the world editorial
8 content or photographs in any
9 form or fashion, whether still,
10 video or electronic, during the
11 term of this Agreement without
12 first receiving the express,
13 written consent of TSG."

14 Do you see that?

15 A Yes.

16 Q Did you read this at the time that you entered
17 into this agreement?

18 A Yes.

19 Q Through October 1st, 2002, did you provide any
20 other editorial content or photographs in any form or
21 fashion, still pictures, video or electronic to any other
22 third parties?

23 A No.

24 Q Now, in Paragraph 5 of the agreement, it further
25 states that, "Fischer agrees that she

1 shall provide TSG with the
2 names, addresses and any
3 contact information whatsoever
4 of any other website that she
5 has provided content to, said
6 content to include but not
7 limited to video, images
8 and/or editorial. Fischer
9 agrees that she shall also
10 provide a detailed accounting
11 of content to the satisfaction.
12 Of TSG."

13 Did you do so?

14 A Yes.

15 Q Okay. And when did you do that?

16 A When this contract was written and discussed --

17 Q Okay.

18 A -- before I signed it.

19 Q Okay. And as -- and as the -- did you provide
20 additional information and pictures to the other website
21 that you referred to?

22 A No, I stopped, but I had provided content that
23 they kept posting and expressed my concern.

24 Q To whom?

25 A To Sue Fox. Cecilia Fox, John Fox's wife. And

1 she said that she is going to talk to him about it. And
2 then I never got any response to that.

3 I told them that I had written for another
4 website and also sent them pictures of me. And they had
5 content of me. And I didn't know how long -- I told them
6 that is when the repose stuff or what happens with the
7 stuff that I already sent and paid for, I cannot require
8 that back.

9 And they said that that was the only thing that
10 I know what was told to me. From now on, no more work
11 for anybody else.

12 Q Okay. And is it your testimony then that you
13 did provide a detailed accounting of the content --

14 A Yes.

15 Q And to whom did you provide that?

16 A Cecilia Fox.

17 Q And what form did you provide that accounting?

18 A Definitely by talking to her. And I know that
19 she had contacted -- I know that they had contacted the
20 people that I had provided the content to because they
21 told me that they had contacted them.

22 So maybe by E-mail because we had a lot of
23 E-mail conversations. I don't have these E-mails
24 anymore. They may have them. I did let them know which
25 website it was. They knew that website. And

1 specifically asked me for how many months they will still
2 have content.

3 And I said that I don't know because I did not
4 keep track. I had sent -- as soon as I was able to
5 produce the photo sets, I was sending them all out and my
6 writings.

7 Q In Paragraph 6, it further states that
8 "TSG reserves the right to
9 post editorial content created
10 solely at TSG's discretion and
11 Fischer hereby agrees that she
12 and/or any entity acting on
13 her behalf shall have no right
14 whatsoever to review or control
15 any and all editorial content
16 posted on Chloe's World whether
17 said editorial content is
18 written or photographic."

19 Did you understand that provision?

20 A Yes. And I talked to John Fox and Sue Fox about
21 it. And they said that they will never write bad things
22 about me because they want this website to look good, and
23 they will not write things that would harm me.

24 I went over each point before I signed this.

25 Q Okay. I want to -- Miss Fischer, I want to draw

1 your attention to the first supplemental. It starts with
2 Applicant's Supplemental Responses. Okay?

3 (Defendants' Exhibit 13 was marked for
4 identification by the court reporter.)

5 THE WITNESS: Yeah.

6 BY MR. MORGAN:

7 Q Now, this document was provided to us and it
8 does not contain your signature. So if I could ask you
9 to take a moment -- I'm not sure you are looking at the
10 right document.

11 Are you looking at Applicant's Supplemental
12 Responses to Opposer's First Set of Interrogatories?

13 Thank you. If I could ask you to take a moment
14 and just to go through that, please.

15 (Brief pause.)

16 BY MR. MORGAN:

17 Q Have you had a chance to look at it?

18 A Yes.

19 Q Miss Fischer, this is a document received from
20 the office of your counsel. It is titled Applicant's
21 Supplemental Responses to Opposer's First Set of
22 Interrogatories. Have you had a chance to take a look at
23 it?

24 A Yes.

25 Q Is the information contained in this document

1 true and accurate, to the best of your knowledge?

2 A Yes.

3 Q In the first answer, it was in response to the
4 inquiry, "State the annual United
5 States sales in terms of
6 dollars for the services
7 offered under the Trademark,
8 since the date of first use."

9 And what you have done is delineate it,
10 commencing in 1992 through 2000, for certain amounts.
11 And in the first answer, in 1992, the answer is 6500
12 Deutsch marks?

13 A Yeah.

14 Q The sales in the United States, and it states,
15 "state in terms of dollars," but you used Deutsch marks.

16 What were the sales in 1992, the sale of what?

17 A Me doing modeling.

18 Q So in 1992, you earned 6500 Deutsch marks?

19 A Approximately, yeah.

20 Q In the United States, that is United States
21 sales?

22 A No, that was in Germany and in London.

23 Q Okay. Let me just go back to the question for a
24 moment. I would ask you to take a look at the question.

25 It states, "The annual United

1 States sales in terms of dollars
2 for the services offered under
3 the Trademark, since the date of
4 the first use."

5 And let me ask you: Do you understand the
6 question?

7 A Well, I just wrote down everything that I could
8 remember from what I got from my modeling. Obviously, I
9 overlooked that this is only pertaining to the United
10 States. I understood that everything I ever made since I
11 started.

12 Q Okay. Well, let's just go back because
13 obviously, this may need some correction or you may stand
14 on your response.

15 But in 1992, the annual United States sales in
16 terms of dollars -- and we can do the adjustment in
17 Deutsch mark vis-a-vis dollars.

18 For services offered under the trademark since
19 the date of its first use in 1992, what were the United
20 States sales in 1992?

21 A No. Zero. Everything zero up to 2003.

22 Q Okay.

23 A Because only then I lived in America.
24 Everything else was -- and 2000, if that is a sale, when
25 I was working with Score. But I got paid most of this

1 money in Germany. So I only really made money ever since
2 I became a resident.

3 Q So let's talk about 2003. You listed \$71,335 in
4 2003. What is that for?

5 A That is income from my website.

6 Q Okay. Okay. So there is no other income from
7 any other sources other than your website in 2003?

8 A No. No. Sorry. I am getting tired. No.

9 Q Okay. Now, in 2000 to 2002, you say,

10 "The amounts paid collectively
11 by Score to Applicant during
12 the identified period was \$44,000."

13 What does that mean?

14 A I think I corrected that number later. I got
15 paid this \$2,000 a month and then I got paid \$1,000 per
16 day that I was physically modeling.

17 \$2,000 per month were to cover the pictures that
18 I sent them, the writings, and that I wouldn't work for
19 anybody else.

20 And then \$1,000 for when I was physically
21 modeling for them, which was I think two weeks. Maybe
22 ten days in October, 2001, and then I think a week in
23 May -- no, October, 2000. And then May, 2001, a week.

24 Q So the best of your recollection, this number is
25 not accurate?

1 A Approximately.

2 Q You were paid \$2,000 a month for two years; is
3 that correct?

4 A Yes.

5 Q That alone is \$48,000, and I think you indicated
6 that you were getting paid \$1,000 --

7 A Yeah. Yeah. I think I corrected that number
8 with a letter. I was going over what I could think of
9 and I was trying to remember the dates.

10 Q I am less concerned with the -- if there is a
11 mathematical error than the components of the makeup.

12 You have the number. You have the contract
13 amount. You said you were getting paid \$1,000 a day.

14 Do you recall how much money and how many days
15 you earned money?

16 A Yeah, that is just what I just tried to
17 remember. I think the first time was -- I was here a
18 month and I wasn't working every day. So I think it was
19 maybe ten, fifteen days maximum. I don't remember
20 exactly.

21 And in May, 2001, I think it was one week, seven
22 days.

23 Q Okay. Now, in No. 8, it says, that the
24 "Applicant had no --"

25 "State the total amount spent

1 each year by Applicant to
2 advertise in the United States
3 for services sold under the
4 Trademark --" and you have the ten-year period
5 prior to '02, you had no advertising expenses. And in
6 '03, \$1545. What was that \$1545 attributed to?

7 A That was for internet advertising for search
8 engines to place an ad for my website.

9 Q Okay. And other than these matters which may
10 have some mathematical calculation error, you don't
11 recall any other income from any other sources?

12 A At what time period?

13 Q Well, from the relevant time that these
14 inquiries relate to; that is 2000 -- to 1992 through
15 2002.

16 A Yes, I did.

17 Q Vis-a-vis the United States?

18 A No, not United States.

19 Q Okay. Now, as you know, we have received some
20 correspondence from a fella named Thomas Anderson. And
21 who is Thomas Anderson?

22 A A fan who stalked me since 1993/'94, who wrote
23 me love letters to my home. He is one of the reasons why
24 I don't come forward under my real name in business
25 matters because he always tracks my personal address

1 down.

2 And he wrote me letters and he sent me gifts.
3 And he wrote very spiritual letters, which I -- which is
4 why I responded to him at some point in my name and my
5 boyfriend's name at that time. So he would know that I
6 am involved, but that I appreciated his writings.

7 Q Okay. Mr. Anderson suggested that he paid you
8 money for services. Is there any truth to that?

9 A No.

10 Q Did you ever provide Mr. Anderson with any
11 services?

12 A No.

13 Q Did you ever meet Mr. Anderson?

14 A Yes.

15 Q And what was the purpose of meeting
16 Mr. Anderson?

17 A Well, I wanted to get to know him. He was
18 writing me over ten years. And I thought he is an
19 interesting person. He wrote about yoga and very
20 in-depth letters. So I thought it would be interesting
21 to meet him.

22 Q Mr. Anderson never paid you \$15,000?

23 A No.

24 Q Okay. So to the best of your recollection,
25 Mr. Anderson never compensated or paid you money for any

1 services for any kind?

2 A No.

3 MR. PAINTER: Can we go off the record for a
4 second?

5 (Discussion held off the record.)

6 BY MR. MORGAN:

7 Q I wanted to draw your attention next to what is
8 titled Applicant's Supplemental Responses to Opposer's
9 First Request for Production of Documents. It should
10 have a No. 10.

11 This is what it is. You have it right there.

12 A That's it?

13 Q Yes, that's it. The inquiry is No. 10,
14 "All documents evidencing
15 Applicant's annual United
16 States sales for the services
17 offered."

18 And you say, prior to '03, you resided outside
19 of the United States where all of your records are
20 maintained.

21 Where are your records?

22 A In Germany.

23 Q Okay. And since the time that you -- this was
24 filed, have you made any additional efforts to ascertain
25 if you have any more documents?

1 A Yeah, I was just in Germany and I don't.

2 Q Okay. On the document, Applicant's Objections
3 and Responses to Opposer's First Set of Interrogatories.

4 A Okay.

5 Q If you go to Page 9, when you -- and we have
6 spoken about this previously. The answer to No. 13,
7 Dr. Dieter Broers. Do you correspond with him anymore?

8 A Yeah, once in awhile.

9 Q Okay. Now, I think you testified that what you
10 did is you came up with the name and you sort of bounced
11 the idea off of him; is that fair?

12 A Yeah.

13 Q Is that a more accurate description or did he
14 come up with the name?

15 A No, exactly as you said.

16 Q Okay. Where was the origin of the name Chloe --

17 A Well, the idea for the name Chloe first, and
18 Chloe Vevrier, has a story and the word Chloe comes from
19 a perfume that I was using at that time.

20 And the whole idea of having a stage name for me
21 was also to have a stage identity to have like a role
22 that I take on when I model.

23 And I found Chloe very appealing because it was
24 French. It was very elegant. And when I finally decided
25 it, why the word Chloe -- Vevrier comes from the French

1 word February, which is Fevrier, and my favorite author,
2 which even my fans know who that is. And in terms of
3 erotica, used a weekday as a name, as a last name.

4 And I tried to use weekdays before that, and it
5 didn't sound right. And then I thought, well, what is
6 the month, and it was February. To not make it like so
7 obvious, I changed the "F" to "V," and that is where
8 Chloe Vevrier comes from.

9 Q On this same document, if I draw your attention
10 to Page 7, please, and in your response to the inquiries
11 Applicant or its counsel aware of any instance where
12 there is actual confusion between Opposer's trademark
13 Chloesworld or services used in connection with the mark
14 and the Trademark or services bearing that mark; and you,
15 in your response, say that the site designated
16 Chloesworld is the official site, has lead some users of
17 the site to believe there was a connection with --
18 between the services rendered by Applicant under this
19 trademark and the site of Chloesworld.

20 How did you come to that understanding? I mean,
21 do you have E-mails or is there correspondence?

22 A E-mail confrontation during the convention when
23 I met fans that asked me: Did you get this? Did you get
24 that? I sent you that. And E-mails.

25 And I said to them, you know what, I never got

1 any E-mail.

2 And they said, isn't that your website?

3 And I said, well, no.

4 Q Okay. And what conference are you referring to?

5 A The convention last year, the AVN and the
6 erotica convention in Los Angeles last year.

7 Q The AVN, what does that stand for?

8 A That is an erotica convention that happens in
9 Las Vegas, an adult entertainment convention.

10 Q And did you, at the time you received these, I
11 guess, complaints, did you communicate to anyone at The
12 Score Group?

13 A Yes.

14 Q To whom?

15 A I E-mail Score and asked them to please remove
16 the word "official" from their listings.

17 Q And do you recall to whom you sent that E-mail?

18 A I think it was to Michael Uwate, which is the
19 contact info which we had.

20 Q Did you communicate via telephone with
21 Mr. Michael Uwate?

22 A No, I don't think so. No.

23 Q Okay.

24 A I'm not sure if my husband talked to him, but I
25 don't think so. I don't recall.

1 Q Now, we were talking before about the money that
2 you earned when you were paid out in Deutsch marks and/or
3 dollars moneys that you had earned. Was that from
4 modeling or for website or a combination?

5 A Mostly modeling.

6 Q Okay.

7 A And live, a live appearance.

8 Q What does that mean, live appearances?

9 A I was hosting conventions. I was giving
10 interviews and making TV shows. I was playing little
11 roles in movies. That kind of stuff.

12 Q Okay. As we understand it, in your current
13 application, actually, let me just get to it. I think it
14 would be easier.

15 (Brief break.)

16 BY MR. MORGAN:

17 Q Miss Fischer, I will ask that you take a look at
18 it, please. All set?

19 A Yes.

20 Q Have you seen this before?

21 A Yes.

22 Q In fact, on the third page, is that your
23 signature?

24 A Yes.

25 Q Okay. And you submitted this on or about

1 May 14, '03; is that right?

2 A Yeah.

3 Q And in your application, based upon I think the,
4 quote, Entertainment services in the nature of providing
5 website on the globe or computer network featuring the
6 field --" do you see where that is, right in the first
7 page listing of goods and/or services?

8 A Yeah.

9 Q Okay. And right under that it says, "The first
10 use anywhere date," and it lists March 20, 2003?

11 A Yeah.

12 Q Okay. And, in fact, you didn't have those
13 services prior to March, 2003, did you?

14 A I didn't have the website prior to that.

15 Q Well, you didn't have a website in 1992, right,
16 or '97; isn't that correct?

17 A Yes.

18 Q Okay. And from '94 through '97, there was no
19 website?

20 A Yes.

21 Q Okay. And then in 1998, Quad launched the
22 Chloe's World website; isn't that correct?

23 A Yes.

24 Q And in connection with your agreement you signed
25 with Quad in 2000, you had no control over that website;

1 isn't that right?

2 A Yes.

3 Q And, in fact, as a result of that agreement, you
4 were actually prohibited from having a website; isn't
5 that right?

6 A Yes. I thought that the relationship with Score
7 would be different in that Chloe's World could be indeed
8 the website that I was wanting to do for so long. And
9 then I realized that -- I really had no control and no
10 say.

11 If the relationship would have been better, and
12 I could have put more in of what was important for me,
13 then I would probably still work with them.

14 Q Who is Roman Liether?

15 A My best friend.

16 Q Okay. And is that a he?

17 A Yes.

18 Q Okay. What involvement does he have in this
19 process?

20 A None.

21 Q Okay. And is he aware of your use of the name
22 Chloe?

23 A Yes.

24 Q And how long has he known of your use of the
25 name Chloe?

1 A I discussed my idea with him in January, '92 --
2 before I introduced it to anybody else because he was
3 going to actor's school and doing all kinds of public
4 stuff. And I wanted to hear his opinion. And he liked
5 the idea. He thought it was fabulous.

6 Q And when did you speak to him for the first time
7 about the name Chloe?

8 A In January, 2002.

9 Q Now, on your most recent application, on the
10 very last page, if I could draw your attention, who is
11 Nici Enterprises, Inc.?

12 MR. PAINTER: Counsel, I am going to object.
13 This is not a single document.

14 MR. MORGAN: I agree.

15 MR. PAINTER: Yeah, the domain name transfer
16 agreement starts at Bates number AF 105.

17 MR. MORGAN: Fair enough.

18 MR. PAINTER: Only the first three pages is the
19 Trademark Application.

20 BY MR. MORGAN:

21 Q All right. Then I will now draw your attention
22 to the document, Page 108. It says at the bottom AF-108.

23 A Yeah.

24 Q Your attorney is correct. I apologize. At the
25 top it has "Organization: Nici Enterprises, Inc." Who

1 is that?

2 A That was a company that offered to run my
3 website -- build and run my website and help me with
4 photographers and everything I needed in the United
5 States.

6 And I also quit my business relationship with
7 them because it wasn't happening the way I wanted it to
8 happen. I wouldn't have had control and it looked very
9 much like Score's behavior. So I -- and she handed over
10 the domain after I said that I don't want her to do it.

11 Q And when you say it looks like Score's behavior,
12 what do you mean by that?

13 A Control over content, over the look. I really
14 wanted to have quality control over what was said and
15 done with my name on it or my face on it.

16 Q Well, when you were negotiating your contract
17 with Quad in 2000, is there any reason why you didn't
18 negotiate or demand control over your website in your
19 name?

20 A Well, they made it sound like I would but by
21 providing my diary and always used the term "your
22 website," and like I was really under the impression that
23 we were going to be working on this together.

24 And I talked to the web master. I told him
25 ideas. And the second day I realized that none of this

1 was welcomed.

2 Q Well, Miss Fischer, doesn't it say right in the
3 very front, Paragraphs 2, 5 and 6, that you didn't have
4 any control?

5 A I knew that I didn't have control, but I was
6 also given the impression -- having control, the way it
7 said there, was for them making sure that I don't go
8 after them for every single word. That is what they told
9 me.

10 But they made me believe that this is something
11 that will represent me well and that they will not say
12 negative things about me and stuff.

13 So I felt, you know, I was also very naive. And
14 again, the impression I was given was different from what
15 I got, like I say, the second day.

16 And having control over the content, I
17 understood that they are going to be the ones that pick
18 the pictures and stuff; but that I would have literally
19 no say at all about anything. I didn't think that would
20 take it that literally.

21 Q Okay. But, in fact, your entire relationship
22 with Quad, you didn't have say over what magazines your
23 pictures were going to be in?

24 A No.

25 Q And your arrangement with Score and Quad, since

1 its inception, was one that they controlled the process;
2 isn't that correct?

3 A Yes.

4 Q So what led or gave you the impression that that
5 had changed in any way?

6 A Because Sue Fox told me that they have this
7 website and then she made it sound really nice. And that
8 this is something they did for me, and no new words like
9 this.

10 I realize now that I live here, that there are
11 certain uses of speech which can be taken literally, but
12 back then I didn't.

13 And when they said, this is your website, this
14 is your thing, and it is going to be beautiful, it just
15 sounded like everything else is just a formality; but
16 that we are going to -- that this is going to be
17 something good for me.

18 And they knew that I had ideas. They knew. And
19 they said literally that I wouldn't need my own site
20 because there is already a website and, you know --

21 Q Okay. I am just going to come full circle. You
22 had mentioned that you are working on your website today;
23 isn't that right?

24 A Yes.

25 Q Okay. And other than -- let me ask you this:

1 Is that the sole means of your income today?

2 A Yes.

3 Q Okay. Are you doing any modeling?

4 A No.

5 MR. MORGAN: Okay. Give me two minutes. I
6 think we are going to wrap it up.

7 (Brief recess.)

8 BY MR. MORGAN:

9 Q What is C.V. Industries?

10 A My company. The business name with my company.

11 Q And there is J. Robert S.; is that your husband?

12 A Yes.

13 Q What is C.V. Industries?

14 A Chloe Vevrier Industries.

15 Q And what is the purpose of that entity?

16 A To be my company. To be -- yeah.

17 Q You were mass marketed; weren't you?

18 A By Score, yes.

19 Q Yes. Did any other entity mass market you?

20 A Market, yes. Mass market, I don't know. I
21 wouldn't think so. I mean everybody who I work with were
22 selling my pictures over and over and over again. So I
23 would need to ask you what you exactly mean by mass
24 marketing.

25 Q I think you responded.

1 What other entities that -- you just referred to
2 the other people I work with, so what other entities are
3 you referring to?

4 A Danni's Hard Drive, Napoli, Photorama mainly.

5 Q Any others that you can think of?

6 A Not right now.

7 MR. MORGAN: Okay. Thank you for your time. I
8 appreciate it. And that will conclude the examination of
9 Miss Fischer.

10 MR. PAINTER: Again, I presume that a
11 stipulation should be put on regarding the right of
12 Miss Fischer to review the transcript.

13 MR. MORGAN: Of course.

14 MR. PAINTER: I mean, it is your deposition.
15 You can do anything you want.

16 MR. MORGAN: Miss Fischer, you have a right to
17 read the deposition, and we generally recommend that
18 folks read it at the time we order it so --

19 THE WITNESS: Okay.

20 MR. MORGAN: -- so if there is some factual
21 error, or your counsel will comment to you on what you
22 can do in that respect. Okay.

23 MR. PAINTER: You will agree that she can
24 execute it under penalty of perjury as opposed to a
25 notary?

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MR. MORGAN: That would be fine.

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I, ANDREA I. FISCHER, do hereby declare under penalty of perjury that I have read the foregoing transcript; that I have made such corrections as noted herein, in ink, initialed by me, or attached hereto; that my testimony as contained herein, as corrected, is true and correct.

EXECUTED this _____ day of _____,
2004, at _____, _____
(City) (State)

ANDREA I. FISCHER

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I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:


That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

DEC 06 2004

Dated: _____



DIANA JANNIERE
CSR No. 10034

CHANGES/CORRECTIONS

[illegible]

Witness Signature

Date

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<p>44:15,15,17,17</p> <p>45:14 52:17 53:3</p> <p>53:21 55:4,5</p> <p>57:21 78:10</p> <p>97:12 104:9</p> <p>112:10 113:24</p> <p>114:9,23 116:14</p> <p>123:25 126:17</p> <p>2001 25:21 26:18</p> <p>28:1,2,8 29:12</p> <p>44:5,14 78:17</p> <p>114:22,23</p> <p>115:21</p> <p>2002 9:9 10:21</p> <p>18:7 25:19 28:3</p> <p>29:12 37:24 38:1</p>
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MODEL'S SIGNATURE *Fischer*

MODEL'S ADDRESS Sredzki str. 47

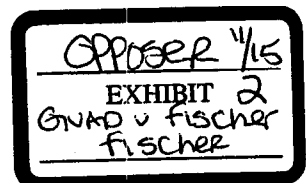
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DATE OF BIRTH 18.09.68

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WITNESS' SIGNATURE

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P.02

CHLOE MARIPED

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Photographer's Signature [Signature]
 Photographer's Name JOHN GRAHAM (Print)
 Date 18.2.98
 Photographer's Address LONDON, ENGLAND
 City _____ State _____ Zip _____
 Other Names Used NONE

Model's Signature [Signature]
 Model's Name Fischer Andrea (Print)
 Date 18.2.98
 Model's Address Sredzki 6.47
 City Berlin State Geg Zip 10435
 Date of Birth Sept. 18. 68
 month day year
 Model's Social Security Number _____

The Photographer has been shown and attaches hereto a legible copy of the following identification items as proof of the age of the Model, one of which is a picture identification issued by a state or federal government or a private entity, bearing the photograph and the name of the Model.

All other names used, including maiden name, aliases, nicknames, stage names or professional names
CHLOE VEVRIER

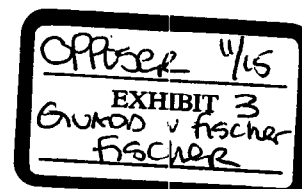
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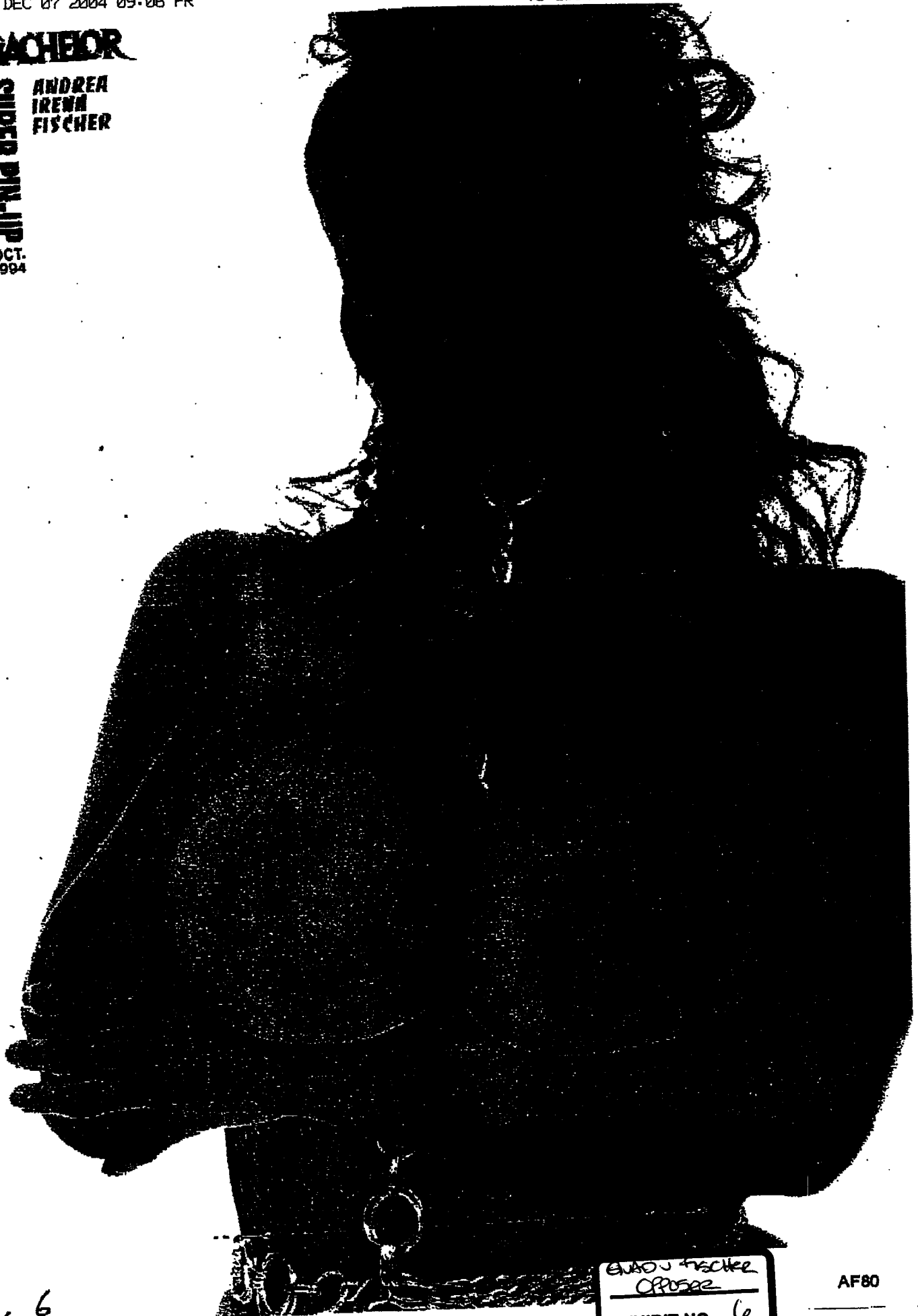
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SUPER PIN-UP

OCT.
1994

**ANDREA
IRENE
FISCHER**



R. 6

EXHIBIT NO. 6
10034 W/15
D. JANNIERE

AF80

11/25/2002 15:19 8187559595

HANS RUEDELSTEIN

HANS RUEDELSTEIN
International Photography
www.prime-images.com

A G R E E M E N T

O C T O B E R 12th, 1998

Between Hans Ruedelstein aka John Dragon, Photographer

and

Andrea Fischer aka CHLOE VEVRIER, model,

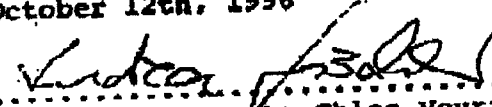
the following is agreed upon:

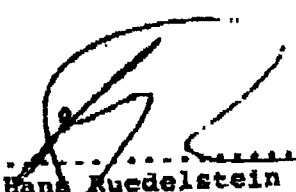
The photographer pays the model \$ 500.- for a photo shoot today for which he obtains world publishing rights in any media.

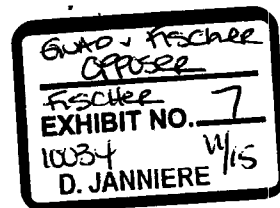
The model obtains one set of the photos taken, for which she has the rights to use them for her website www.chloev.com and for her fan club only, not for publication in any other media, including magazines, websites etc., especially not for any of Danni Ashes websites.

In case the model uses any of the photographs for a poster for her fanclub, she agrees to give the photographer credit on the poster as John Dragon.

Read and agreed upon
October 12th, 1998


.....
Andrea Fischer aka Chloe Vevrier


.....
Hans Ruedelstein aka John Dragon



http://web.archive.org/web/19981203074716/http://www.fantasycafe.com/

The Fantasy Cafe



By clicking on the "I Agree" button below I am certifying that I am an adult 18 years of age or older and that I am lawfully entitled to view & receive sexually explicit materials! I also believe this material to be within the community standards of the area in which I reside and that it is my constitutional right to view whatever I choose!



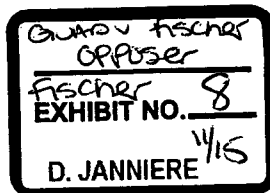
Chloe Vevrier is here!!! Come on in and meet our newest waitress. She's here to serve you! Just have a seat, and she'll be by, with Busty Dusty and Traci Topps, to take your order!

This Website contains sexually explicit material not suitable for minors. If you are under 18 years of age, if adult material offends you, or if you are accessing The Fantasy Cafe from any country or locale where adult material is prohibited by law, TURN BACK NOW!!!

Parents: Concerned about your child's access to explicit material on the net? Try consulting these services.

[SURFWATCH] [NETNANNY] [CYBERSITTER]

Bx 8



AF6



BACHEORVIDEO

A.I. FISHER STORY

LOS ANGELES

9月1日発売以来絶大なる支持



ベルリンの巨乳天使、その
足跡と魅力のすべてが凝結

神話のA・イレーナ・フィッシャーのスペシャル版です。91年11月号で初めて彼女のヌードを掲載し、その1年後に日本へ彼女を呼びビデオ撮影を敢行。アメリカでも彼女のヌード写真は人気を呼び、The Chise Storyとしてビデオまで発売される。今回の日本版は彼女のリアルネームを使い、The Chise Story Vol.12(各30分、VOL.3は日本版なので別題)をベースに再編集。さらに昨年10月にロサンゼルスで撮影されたダニー・アッシュとのレズ・シーンをつけ加え60分にまとめた。ひとり獨りのライブストーリーについては本誌92年11月号及び6月号発行のDO-CUP THE ORIGINAL で掲載した内容とは重複する。東西ドイフ統一後、世界のメンズマガジンを何冊に活動をサポートしたイレーナはグラマー・ファンに愛され、支持を一身に集めた。天来のグラマー・モデルにはない独特のキャラクター、そしてあくまでナチュラルな特大バストで世界中の男性の心をとらえておられる。その魅力のすべてがここに

VOL.11

10月21日発売
(洋文交付開始)

★出演者決定!

ティファニー・タリー、
クリス・タル・スー、
ロン・タ・タ・スー、
タニヤ・スワン

A. IRENA FISCHER
& TAWNY PEAKS

Ex 9

Buro v. Fischer
OPPOSER

Fischer
EXHIBIT NO. 9

D. JANNIERE 11/15

AF73



Andrea I. Fischer & Jay Sweet

欧米ではローエというモデル名ですっかり知られてしまったイレーナ・アズコナは、毎月のように他の巨乳専門誌の表紙に登場する。そんな中、ある雑誌の読者が彼女の本物のレズビアンであるか、それとも単なるモデルか、という疑問を出した。というのも彼女がレズビアンであることが、その雑誌の表紙に載っているからなのだから。またその中で結婚ウソトリしたような彼女が、素顔を見せているからなのだから。真偽のほどはなんともいえないが、そんな記事が出てくるのもわかる気がする。

76-467272



CHLOE VEVRIER

FILING DATE

November 15, 2002

ORIGINAL APPLICANT

Fischer, Andrea

GOODS/SERVICES (CLASS 035)

modeling services for adult entertainmen (ETC)

FILING BASIS

USE

ORIGINAL CORRESPONDENT

ANDREA FISCHER

CHLOE VEVRIER

PRINCIPAL

LAW OFFICE 101

ATTORNEY ADVISOR: S. SOBOIS

76-467272

Approved for Publication (Principal Register) (Signature/Date)

NOP

NOA

Approved for Registration (Section 1(d)) (Signature/Date)

Approved for Registration (Supplemental Register) (Signature/Date)

Abandoned

Grand v Fischer
Officer
EXHIBIT NO. 10
1034 Fischer
D. JANNIERE 11/15

Trademark

U.S. Patent & TMO/TM
76467272

Serial Number
(Bar Code)

NEW CASE DELIVERED

MAY 7 2003

LAW OFFICE 111

PROSECUTION HISTORY

Entry	Date	Initials
1.	APR 3 2003	AT
2. <i>Ltr.</i> <i>non responsive</i>	4/8/03	APR 14 2003 <i>AT</i>
3. <i>Ltr</i>	5/6/03	MAY 15 2003 <i>AT</i>
4.	JUN 17 2003	AT
5. <i>LTR</i>	7/2/03	JUL 16 2003 <i>ON</i>
6. <i>express ok</i>	7/2/03	<i>SM</i>
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TRADEMARK EXAMINATION WORKSHEET

☒ AMENDMENT STAGE ☒ NO CHANGE ☐ PUBLICATION/REGISTRATION STAGE

ne: Amphone Mary Sananikone L.O. 111 Date 7/14/03 Serial No. 76/467272

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Legal Instrument Examiner (LIE)

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	<input type="checkbox"/>	<input type="checkbox"/> Foreign Renewal Reg. Date
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	<input type="checkbox"/>	<input type="checkbox"/> Composed of
	<input type="checkbox"/>	<input type="checkbox"/> Assignment(s)/Name Change
	<input type="checkbox"/>	<input type="checkbox"/> Concurrent Use
	<input type="checkbox"/>	<input type="checkbox"/> Prior Registration
	<input type="checkbox"/>	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	<input type="checkbox"/> Domestic Representative
	<input type="checkbox"/>	<input type="checkbox"/> Attorney Docket Number
	<input type="checkbox"/>	<input type="checkbox"/> Correspondence Firm Name/Address
	<input type="checkbox"/>	
	<input type="checkbox"/>	

I certify that all corrections have been entered in accordance with text editing guidelines.

AMS
LIE

7/14/03
DATE

Other:

From: info@chloevevrier.com
To: ecom111@USPTO.GOV
CC:
Subject: Re: TRADEMARK APPLICATION NO. 76467272 - CHLOE VEVRIER
Date: 7/2/03 5:53:33 PM
Attachments:

ATTN: Susan Debois

Hello Susan,

I wanted to discuss with you that since are last talk, we have decided to not pursue this application, but rather re-file for the mark as class 41.

However, I had received an OPPOSITION letter for the mark. The person who is opposing is a 'stalking' 'hateful' fan of chloe vevrier and will not leave her alone. It is obvious that his claims do not affect HIM. He tries to make the mark sound similar to 25 people's names in the usa 'vevier'. He also says that this is for use as a surname, when we actually have this name as a DBA. He also says this was used for prostitution? and finally he claims that the past five years of use are not enough to have right of usage, which she has proof of use of this name since 1992. He has filed a false claim to stop her from this and has no interest business-wise or personally to be affected by this mark going through. I have a letter he sent which he says because of 'our bad business practices' he is doing this to her. I can give you these documents upon request. I feel this is a serious matter and do not want our new application to be hindered on his false claims he has made against our last filing.

Is there anything I can do if he tries to do this with our new application?

Thank you for your time, I know you are busy.

j. robert s.
cv industries

p.s we have filed and received a serial number for our new filing. 76/516972

To: Fischer, Andrea (chloe@chloevevrier.com)
Subject: TRADEMARK APPLICATION NO. 76467272 - CHLOE VEVRIER - N/A
Sent: 6/17/03 4:15:24 PM
Sent As: ECom111

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 76/467272

APPLICANT: Fischer, Andrea

CORRESPONDENT ADDRESS:
ANDREA FISCHER
13428 MAXELLA #258
MARINA DEL REY CA 90292

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
ecom111@uspto.gov

MARK: CHLOE VEVRIER

CORRESPONDENT'S REFERENCE/DOCKET NO: N/A

CORRESPONDENT EMAIL ADDRESS:
chloe@chloevevrier.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

RE: Serial Number 76/467272

This letter responds to the applicant's communication filed on May 7, 2003, and to the subsequent phone interviews with the applicant. From the evidence of record and the applicant's statements, it seems clear that the applicant cannot overcome the refusals with the current application. The emailed response questioned whether an affidavit from a company that was approached by the applicant could serve as a specimen. It cannot. An affidavit of that type would not constitute a proper specimen because it does not show the proposed mark used by the applicant to identify any particular service. As such, the following refusal/issues are continued and made final.

Response For A Final Refusal

Please note that the only appropriate responses to a final action are either (1) compliance with the outstanding requirements, if feasible, or (2) filing of an appeal to the Trademark Trial and Appeal Board. 37 C.F.R. Section 2.64(a). If the applicant fails to respond within six months of the mailing date of this refusal, this Office will declare the application abandoned. 37 C.F.R. Section 2.65(a).

Refusal ~ Failure To Function As A Mark on Specimen Provided

The specimen is unacceptable as evidence of actual service mark use because the submissions consist of magazine articles/spreads, video sleeves and model release without any reference to any modeling *services* or appearances identified by the applicant. Merely modeling in magazine spreads is not a service performed for the benefit of another. As such, examples of this type will not be sufficient.

The applicant must submit a specimen showing the mark as it is used in commerce to advertise the modeling or appearance services. 37 C.F.R. §2.56. Examples of acceptable specimens are signs, photographs, brochures or advertisements that show the term "CHLOE VEVRIER" used in the *advertising* of the modeling services. TMEP §§1301.04 *et seq.* The applicant must verify, with an affidavit or a declaration under 37 C.F.R. §2.20, that the substitute specimen was in use in commerce at least as early as the filing date of the application. 37 C.F.R. §2.59(a); TMEP §904.09.

Pending an adequate response to the above, the examining attorney refuses registration under Trademark Act Sections 1, 2, 3 and 45, 15 U.S.C. §§1051, 1052, 1053 and 1127, because the record does not show use of the proposed mark as a service mark. TMEP §§904.11 and 1301.02 *et seq.* The examining attorney will reconsider this refusal if the applicant submits a specimen showing use of the mark in the sale or advertising of the services. If the specimen differs from the specimen originally submitted, the applicant must verify, with an affidavit or a declaration under 37 C.F.R. §2.20, that the substitute specimen was in use in commerce at least as early as the filing date of the application. 37 C.F.R. §2.59(a); TMEP §904.09.

Significance of the Mark

If the name shown in the mark identifies a particular living individual, the applicant must submit a written consent from that individual, authorizing the applicant to register the name. If the name does not identify a living individual, the applicant should state so for the record. Trademark Act Section 2(c), 15 U.S.C. Section 1052(c); TMEP sections 813 and 1206.

Recitation of the Services

The recitation of services is unacceptable as indefinite. The applicant may adopt the following recitation, if accurate:

Class 41: Entertainment services, namely, modeling and personal appearances by an adult entertainer. TMEP section 1301.05.

Please note that, while an application may be amended to clarify or limit the identification, additions to the identification are not permitted. 37 C.F.R. Section 2.71(a); TMEP section 804.09. Therefore, the applicant may not amend to include any services that are not within the scope of the services recited in the present identification.

Classification of the Services

The applicant has classified the services incorrectly. The applicant must amend the application to classify the services in International Class 41. 37 C.F.R. Sections 2.33(a)(1)(vi) and 2.85; TMEP sections 805 and 1401.

Applicant's Response

The applicant may wish to hire a trademark attorney because of the technicalities involved in the application. The Patent and Trademark Office cannot aid in the selection of an attorney.

No set form is required for response to this Office action. The applicant must respond to each point raised. The applicant should simply set forth the required changes or statements and request that the Office enter them. The applicant must sign the response. In addition to the identifying information required at the beginning of this letter, the applicant should provide a telephone number to speed up further processing.

/Susan Leslie DuBois/

Susan Leslie DuBois
Examining Attorney
Law Office 111
703-308-9111 ext.413
EMAIL: ecomm111@uspto.gov

How to respond to this Office Action:

To respond formally using the Office's Trademark Electronic Application System (TEAS), visit <http://www.uspto.gov/teas/index.html> and follow the instructions.

To respond formally via E-mail, visit <http://www.uspto.gov/web/trademarks/tmelecresp.htm> and follow the instructions.

To respond formally via regular mail, your response should be sent to the mailing Return Address listed above and include the serial number, law office and examining attorney's name on the upper right corner of each page of your response.

To check the status of your application at any time, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov/>

For general and other useful information about trademarks, you are encouraged to visit the Office's web site at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY.

TRADEMARK EXAMINATION WORKSHEET

☒ AMENDMENT STAGE

☐ NO CHANGE

☐ PUBLICATION/REGISTRATION STAGE

Name: KEISHA MOORE L.O. 111 Date 5/14/03

Serial No. 76467272

INSTRUCTIONS: Place a check mark in the appropriate column and/or box to indicate which data elements have been amended/coded.

Legal Instrument Examiner (LIE)

	Amended	Data Element
Class Data	<input type="checkbox"/>	<input type="checkbox"/> Prime/International Class
	<input type="checkbox"/>	<input type="checkbox"/> Goods and Services
	<input type="checkbox"/>	<input type="checkbox"/> First Use Date
	<input type="checkbox"/>	<input type="checkbox"/> First Use in Commerce Date
Mark Data	<input type="checkbox"/>	<input type="checkbox"/> In Another Form
	<input type="checkbox"/>	<input type="checkbox"/> Certification
	<input type="checkbox"/>	<input type="checkbox"/> 1b
	<input type="checkbox"/>	<input type="checkbox"/> Word Mark
Misc. Mark Data	<input type="checkbox"/>	<input type="checkbox"/> Pseudo Mark
	<input type="checkbox"/>	<input type="checkbox"/> Mark Drawing Code
	<input type="checkbox"/>	<input type="checkbox"/> Design Search Code
	<input type="checkbox"/>	<input type="checkbox"/> Scanning
Section 2(f)	<input type="checkbox"/>	<input type="checkbox"/> Mark Description
	<input type="checkbox"/>	<input type="checkbox"/> Disclaimer
	<input type="checkbox"/>	<input type="checkbox"/> Lining/Stippling
	<input type="checkbox"/>	<input type="checkbox"/> Name/Portrait/Consent
Foreign Reg. Data	<input type="checkbox"/>	<input type="checkbox"/> Translation
	<input type="checkbox"/>	<input type="checkbox"/> Section 2(f) Entire Mark
	<input type="checkbox"/>	<input type="checkbox"/> Section 2(f) Limitation Statement
	<input type="checkbox"/>	<input type="checkbox"/> Section 2(f) in Part
Owner Data	<input type="checkbox"/>	<input type="checkbox"/> Amended Register
	<input type="checkbox"/>	<input type="checkbox"/> Amended Register Date
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Country
	<input type="checkbox"/>	<input type="checkbox"/> 44(d)
Amd/Corr Restr.	<input type="checkbox"/>	<input type="checkbox"/> Foreign Application Number
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Application Filing Date
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Registration Number
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Registration Date
Prior U.S. Reg.	<input type="checkbox"/>	<input type="checkbox"/> Foreign Registration Expiration Date
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Renewal Reg. Number
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Reg. Renewal Expiration Date
	<input type="checkbox"/>	<input type="checkbox"/> Foreign Renewal Reg. Date
Correspondence	<input type="checkbox"/>	<input type="checkbox"/> Owner Name
	<input type="checkbox"/>	<input type="checkbox"/> DBA/KA/TA
	<input type="checkbox"/>	<input type="checkbox"/> Address 1
	<input type="checkbox"/>	<input type="checkbox"/> Address 2
Other:	<input type="checkbox"/>	<input type="checkbox"/> City
	<input type="checkbox"/>	<input type="checkbox"/> State
	<input type="checkbox"/>	<input type="checkbox"/> Zip Code
	<input type="checkbox"/>	<input type="checkbox"/> Citizenship
	<input type="checkbox"/>	<input type="checkbox"/> Entity
	<input type="checkbox"/>	<input type="checkbox"/> Entity Statement
	<input type="checkbox"/>	<input type="checkbox"/> Composed of
	<input type="checkbox"/>	<input type="checkbox"/> Assignment(s)/Name Change
		<input type="checkbox"/> Concurrent Use
		<input type="checkbox"/> Prior Registration
		<input type="checkbox"/> Attorney
		<input type="checkbox"/> Domestic Representative
		<input type="checkbox"/> Attorney Docket Number
		<input type="checkbox"/> Correspondence Firm Name/Address

I certify that all corrections have been entered in accordance with text editing guidelines.

KLM
LIE

05/14/03
DATE

Other: _____

Serial No: 76467272

Page 1 of 1
Printed: 5/7/03 12:21:18 PM

From: chloe@chloevevrier.com
To: ecom111@uspto.gov
CC:
Subject: TRADEMARK APPLICATION NO. 76467272 - CHLOE VEVRIER
- N/A
Date: 5/6/03 12:23:01 PM
Attachments:

> hello Susan,
> this is in reference to trademark application # 76467272 chloe vevrier.
>
> i have contacted a company who use to work with chloe. they would be
> willing to sign an affidavit stating that she approached them as chloe
> vevrier for modeling services in 1996. would this suffice for a proper
> specimen? please let me now if i can be of further assistance.
>
> sincerely,
> jason seifert
310.567.1735

RECEIVED
2003 MAY -7 A 11: 26
TMEQ
LAW OFFICE 111

TR **EMARK EXAMINATION WORKSHEET**

☒ AMENDMENT STAGE

☒ NO CHANGE

☐ PUBLICATION/REGISTRATION STAGE

me: REGINA ENNIS

L.O. 111

Date 4/3/03

Serial No. 461272

INSTRUCTIONS: Place a check mark in the appropriate column and/or box to indicate which data elements have been amended/coded.

Legal Instrument Examiner (LIE)

	Amended	Data Element	
Class Data		<input type="checkbox"/> Prime/International Class	<input type="checkbox"/> Goods and Services
		<input type="checkbox"/> First Use Date	<input type="checkbox"/> First Use in Commerce Date
		<input type="checkbox"/> In Another Form	<input type="checkbox"/> Certification
		<input type="checkbox"/> 1b	
Mark Data		<input type="checkbox"/> Word Mark	<input type="checkbox"/> Pseudo Mark
		<input type="checkbox"/> Mark Drawing Code	<input type="checkbox"/> Design Search Code
		<input type="checkbox"/> Scan Sub Drawing	
Misc. Mark Data		<input type="checkbox"/> Mark Description	<input type="checkbox"/> Disclaimer
		<input type="checkbox"/> Lining/Stippling	<input type="checkbox"/> Name/Portrait/Consent
		<input type="checkbox"/> Translation	
Section 2(f)		<input type="checkbox"/> Section 2(f) Entire Mark	
		<input type="checkbox"/> Section 2(f) Limitation Statement	<input type="checkbox"/> Section 2(f) in Part
		<input type="checkbox"/> Amended Register	<input type="checkbox"/> Amended Register Date
Foreign Reg. Data		<input type="checkbox"/> Foreign Country	<input type="checkbox"/> 44(d)
		<input type="checkbox"/> Foreign Application Number	<input type="checkbox"/> Foreign Application Filing Date
		<input type="checkbox"/> Foreign Registration Number	<input type="checkbox"/> Foreign Registration Date
		<input type="checkbox"/> Foreign Registration Expiration Date	<input type="checkbox"/> Foreign Renewal Reg. Number
		<input type="checkbox"/> Foreign Reg. Renewal Expiration Date	<input type="checkbox"/> Foreign Renewal Reg. Date
Owner Data		<input type="checkbox"/> Owner Name	<input type="checkbox"/> DBA/AKA/TA
		<input type="checkbox"/> Address 1	<input type="checkbox"/> Address 2
		<input type="checkbox"/> City	<input type="checkbox"/> State
		<input type="checkbox"/> Zip Code	
		<input type="checkbox"/> Citizenship	<input type="checkbox"/> Entity
		<input type="checkbox"/> Entity Statement	<input type="checkbox"/> Composed of
		<input type="checkbox"/> Assignment(s)/Name Change	
Amd/Corr Restr.		<input type="checkbox"/> Concurrent Use	
Prior U.S. Reg.		<input type="checkbox"/> Prior Registration	
Correspondence		<input type="checkbox"/> Attorney	<input type="checkbox"/> Domestic Representative
		<input type="checkbox"/> Attorney Docket Number	
		<input type="checkbox"/> Correspondence Firm Name/Address	

I certify that all corrections have been entered in accordance with text editing guidelines.

REGINA ENNIS

LIE

4/3/03

DATE

Other: _____

From: chloe@chloeyevrier.com
To: ecom111@USPTO.GOV
CC:
Subject: Re: TRADEMARK APPLICATION NO. 76467272 - CHLOE
VEVRIER - N/A
Date: 4/8/03 2:19:55 PM
Attachments:

Hello,

I had left you a message several days ago. Here is a number where I can be reached. I would like to discuss with you your needs in detail so I understand completely, and can expedite this process.

Thank you
Andrea Fischer
310.567.1735

On Thursday, Apr 3, 2003, at 07:13 US/Pacific, ecom111@USPTO.GOV wrote:

> UNITED STATES PATENT AND TRADEMARK OFFICE

>

>

> SERIAL NO: 76/467272

>

> APPLICANT: Fischer, Andrea

>

>

>

>

>

> CORRESPONDENT ADDRESS:

> ANDREA FISCHER

> 13428 MAXELLA #258

> MARINA DEL REY CA 90292

>

>

> RETURN ADDRESS:

> Commissioner for Trademarks

> 2900 Crystal Drive

> Arlington, VA 22202-3513

> ecom111@uspto.gov

>

>

>

>

RECEIVED

APR - 9 AM '03

TME
LAW OFFICE 111

> MARK: CHLOE VEVRIER
>
>
>
>
> CORRESPONDENT'S REFERENCE/DOCKET NO: N/A
>
> CORRESPONDENT EMAIL ADDRESS:
> chloe@chloeevriervier.com
> Please provide in all correspondence:
>
> 1. Filing date, serial number, mark and
> applicant's name.
> 2. Date of this Office Action.
> 3. Examining Attorney's name and
> Law Office number.
> 4. Your telephone number and mail address.
>
>
>
>
> OFFICE ACTION
>
>
> TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO
THIS OFFICE
> ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.
>
>
> Serial Number 76/467272
>
> The assigned examining attorney has reviewed the referenced
> application and
> determined the following.
>
> Refusal ~ Failure To Function As A Mark on Specimen Provided
>
> The specimen is unacceptable as evidence of actual service mark use
> because
> the submissions consist of magazine articles/spreads, video sleeves and
> model release without any reference to any modeling services or
> appearances
> identified by the applicant. Merely modeling in magazine spreads is
> not a
> service performed for the benefit of another. As such, examples of
> this

- > type will not be sufficient.
- >
- > The applicant must submit a specimen showing the mark as it is used in
- > commerce to advertise the modeling or appearance services. 37 C.F.R.
- > §2.56.
- > Examples of acceptable specimens are signs, photographs, brochures or
- > advertisements that show the term "CHLOE VEVRIER" used in the
- > advertising of
- > the modeling services. TMEP §§1301.04 et seq. The applicant must
- > verify,
- > with an affidavit or a declaration under 37 C.F.R. §2.20, that the
- > substitute specimen was in use in commerce at least as early as the
- > filing
- > date of the application. 37 C.F.R. §2.59(a); TMEP §904.09.
- >
- > Pending an adequate response to the above, the examining attorney
- > refuses
- > registration under Trademark Act Sections 1, 2, 3 and 45, 15 U.S.C.
- > §§1051,
- > 1052, 1053 and 1127, because the record does not show use of the
- > proposed
- > mark as a service mark. TMEP §§904.11 and 1301.02 et seq. The
- > examining
- > attorney will reconsider this refusal if the applicant submits a
- > specimen
- > showing use of the mark in the sale or advertising of the services.
- > If the
- > specimen differs from the specimen originally submitted, the applicant
- > must
- > verify, with an affidavit or a declaration under 37 C.F.R. §2.20, that
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- > date of the application. 37 C.F.R. §2.59(a); TMEP §904.09.
- >
- > Significance of the Mark
- >
- > If the name shown in the mark identifies a particular living
- > individual, the
- > applicant must submit a written consent from that individual,
- > authorizing
- > the applicant to register the name. If the name does not identify a
- > living
- > individual, the applicant should state so for the record. Trademark
- > Act
- > Section 2(c), 15 U.S.C. Section 1052(c); TMEP sections 813 and 1206.

- >
- > Recitation of the Services
- >
- > The recitation of services is unacceptable as indefinite. The
- > applicant may
- > adopt the following recitation, if accurate:
- >
- > Class 41: Entertainment services, namely, modeling and
- > personal
- > appearances by an adult entertainer. TMEP section 1301.05.
- >
- > Please note that, while an application may be amended to clarify or
- > limit
- > the identification, additions to the identification are not permitted.
- > 37
- > C.F.R. Section 2.71(a); TMEP section 804.09. Therefore, the applicant
- > may
- > not amend to include any services that are not within the scope of the
- > services recited in the present identification.
- >
- > Classification of the Services
- >
- > The applicant has classified the services incorrectly. The applicant
- > must
- > amend the application to classify the services in International Class
- > 41.
- > 37 C.F.R. Sections 2.33(a)(1)(vi) and 2.85; TMEP sections 805 and 1401.
- >
- > Applicant's Response
- >
- > The applicant may wish to hire a trademark attorney ~~base~~ of the
- > technicalities involved in the application. The Patent and Trademark
- > Office
- > cannot aid in the selection of an attorney.
- >
- > No set form is required for response to this Office action. The
- > applicant
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- > the required changes or statements and request that the Office enter
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- > The applicant must sign the response. In addition to the identifying
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- > should
- > provide a telephone number to speed up further processing.
- >

> /Susan Leslie
> DuBois/
> Susan Leslie DuBois
> Examining Attorney
> Law Office 111
> 703-308-9111 ext.413
> EMAIL: ecomm111@uspto.gov
>
>
> How to respond to this Office Action:
>
> To respond formally using the Office's Trademark Electronic Application
> System (TEAS), visit <http://www.uspto.gov/teas/index.html>
> <<http://www.uspto.gov/teas/index.html>> and follow the instructions.
>
> To respond formally via E-mail, visit
> <http://www.uspto.gov/web/trademarks/tmelecresp.htm>
> <<http://www.uspto.gov/web/trademarks/tmelecresp.htm>> and follow the
> instructions.
>
> To respond formally via regular mail, your response should be sent to
> the
> mailing Return Address listed above and include the serial number, law
> office and examining attorney's name on the upper right corner of each
> page
> of your response.
>
> To check the status of your application at any time, visit the Office's
> Trademark Applications and Registrations Retrieval (TARR) system at
> <http://tarr.uspto.gov/> <<http://tarr.uspto.gov/>>
>
> For general and other useful information about trademarks, you are
> encouraged to visit the Office's web site at
> <http://www.uspto.gov/main/trademarks.htm>
> <<http://www.uspto.gov/main/trademarks.htm>>
>
> FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE
CONTACT THE
> ASSIGNED EXAMINING ATTORNEY.
>
>

To: Fischer, Andrea (chloe@chloevevrier.com)
Subject: TRADEMARK APPLICATION NO. 76467272 - CHLOE
VEVRIER - N/A
Sent: 4/3/03 10:13:20 AM
Sent As: ECom111

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 76/467272

APPLICANT: Fischer, Andrea

CORRESPONDENT ADDRESS:
ANDREA FISCHER
13428 MAXELLA #258
MARINA DEL REY CA 90292

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
ecom111@uspto.gov

MARK: CHLOE VEVRIER

CORRESPONDENT'S REFERENCE/DOCKET NO: N/A

CORRESPONDENT EMAIL ADDRESS:
chloe@chloevevrier.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

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RE: Serial Number 76/467272

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Applicant's Response

The applicant may wish to hire a trademark attorney because of the technicalities involved in the application. The Patent and Trademark Office cannot aid in the selection of an attorney.

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/Susan Leslie DuBois/

Susan Leslie DuBois
Examining Attorney
Law Office 111
703-308-9111 ext.413
EMAIL: ecomml11@uspto.gov

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#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	50	22	28	14	0:01	*chloe*[bi,ti]
02	4	3	1	0	0:01	*vevr*[bi,ti]

Session started 3/31/03 3:48:45 PM
Session finished 3/31/03 3:50:06 PM
Total search duration 0 minutes 2 seconds
Session duration 1 minutes 21 seconds

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① Lrv mo
② fail to funct.
③ rec
④ drawing ②

PTO Form 1472 (Rev. 01/00)

p. 08/31/2004)

Trademark/Service Mark Application*

11-15-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #80

*** To the Commissioner for Trademarks ***

<DOCUMENT INFORMATION>
<TRADEMARK/SERVICEMARK APPLICATION>
<VERSION 1.22>

<APPLICANT INFORMATION>

<NAME> Andrea Fischer
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<COUNTRY> USA
<ZIP/POSTAL CODE> 90292
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<E-MAIL ADDRESS> chloe@chloevevri.com
<AUTHORIZE E-MAIL COMMUNICATION> Yes

<APPLICANT ENTITY INFORMATION>

<INDIVIDUAL: COUNTRY OF CITIZENSHIP> Germany

<TRADEMARK/SERVICEMARK INFORMATION>

CHLOE VEVRIER

<TYPED FORM> Yes

~ Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §1051 et seq., as amended). ~

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>

<USE IN COMMERCE: SECTION 1(a)> Yes

~ Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods/services. (15 U.S.C. §1051(a), as amended.). Applicant attaches one SPECIMEN for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services. ~

<SPECIMEN DESCRIPTION> Magazines, Video Sleeve, Model Releases

<INTERNATIONAL CLASS NUMBER> 035

<LISTING OF GOODS AND/OR SERVICES> Modeling Services for Adult Entertainment

<FIRST USE ANYWHERE DATE> 01/00/1992

<FIRST USE IN COMMERCE DATE> 04/00/1992

<FEE INFORMATION>

<TOTAL FEES PAID> 325

<NUMBER OF CLASSES PAID> 1

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76467272

<LAW OFFICE INFORMATION>

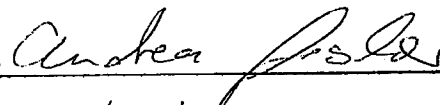
~ The USPTO is authorized to communicate with the applicant at the below e-mail address ~

<E-MAIL ADDRESS FOR CORRESPONDENCE> chloe@chloevevriar.com

<SIGNATURE AND OTHER INFORMATION>

~PTO-Application Declaration: The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true. ~

<SIGNATURE>



* please sign here*

<DATE>

11/13/02

<NAME> Andrea Fischer

<TITLE> n/a

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11-15-2002

U. Patent & TMOfc/TM Mail Rcpt Dt. #51

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TRADEMARK APPLICATION SERIAL NO. _____

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

***EMBEDDED
MARK***

11/20/2002 MPETTY 00000098 76467272
01 FC:6001 325.00 DP

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SPECIAL ENCORE PRESENTATION CHLOE VEVRIER, THEN...



"My school picture.
I wasn't very pretty and was
awkward when I was 15-years-old,
but I grew into a woman soon after
this picture was taken. All of the boys
were very surprised."

*Reprinted by popular demand
from The Best Of SCORE,
Volume 1, No. 1, 1993*

Biography By Michael Uwate

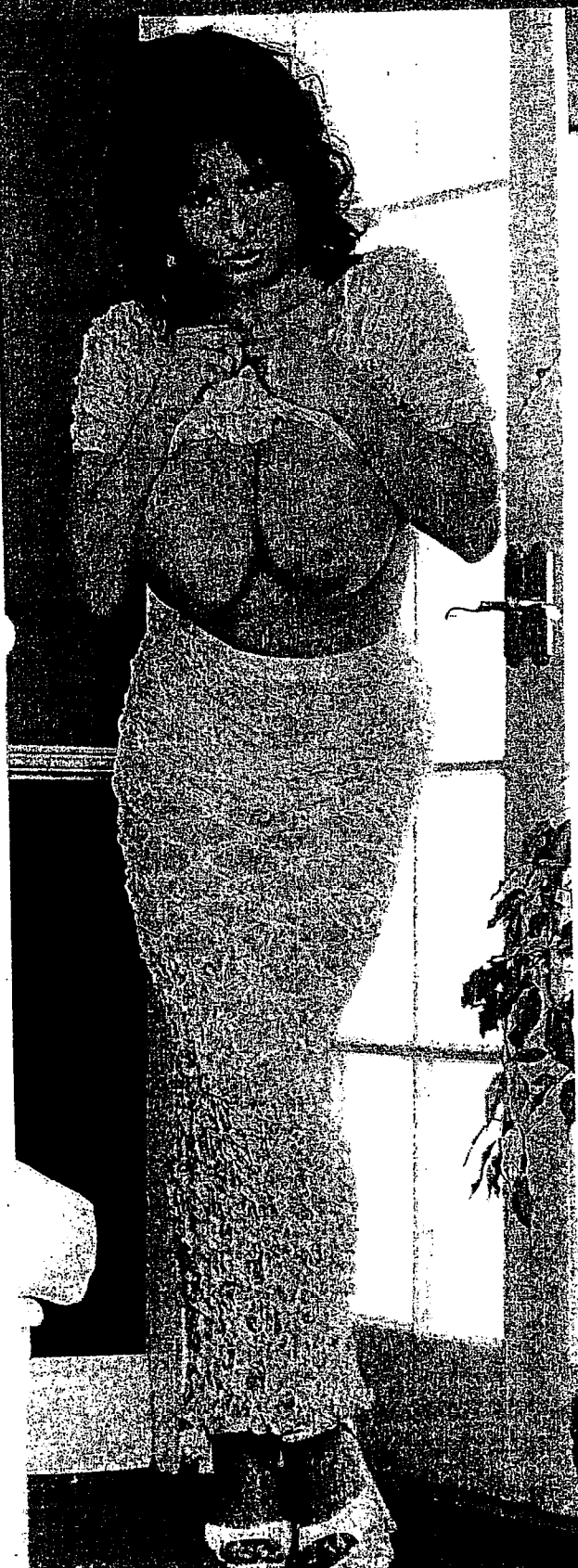
Back in the fall of 1993, we first saw
photos of a young Chloe Vevrier and a
legend was born.

"We couldn't believe our eyes. She
was a superstar before she even
posed!" says *SCORE* editor-in-chief
John Fox, who has been producing
big-bust magazines for three decades
and seen the best naturally busted
models come and go. "That's what
makes Chloe so special. Most girls like
Devon Daniels and Roberta Pedon
pose for a few times then disappear.
But Chloe has been with us for much
of the '90s. And, because she has
appeared in every men's magazine
many times, guys have a tendency to
take her for granted. But, make no mis-
take about it—she's one of the greatest

But playing
around with
the camera
and trying
to act
like a model
is one thing.
But to be a
model is
another
thing.
Chloe
is a
model.
And
she's
one
of
the
greatest
models
of
all
time."

CHLOE VEVRIER... NOW!

"Chloe is the most underappreciated model I've ever known. Guys see so much of her, they take Chloe for granted. But, when she retires, the world will cry because there'll never be another like her."—John Fox, **SCORE** editor-in-chief



naturally busty models of all-time and she probably won't be fully appreciated until she retires. When that happens, and Chloe has told me many times that it will happen soon, the world will cry. Why? Because Chloe's special. We'll never find another like her."

What you're seeing in this special all-natural issue of **SCORE** is Chloe's newest pictorial. And, what you're reading is "The Chloe Story." Originally published in the first *Best of SCORE*, Vol. 1, No. 1 (1993), readers have written countless letters to the SCORECard requesting we reprint this article since that first *Best of SCORE* sold out. Complete with intimate photos from Chloe's own personal photo album, enjoy this spe-



CHLOE VEVRIER

Resistance is futile.
when Chloe Vevrier
looks into your eyes.

SPECIAL DOUBLE ISSUE

**TWICE THE MAG
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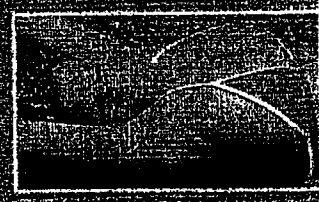
SCORE

#1 IN BIG BOOBS

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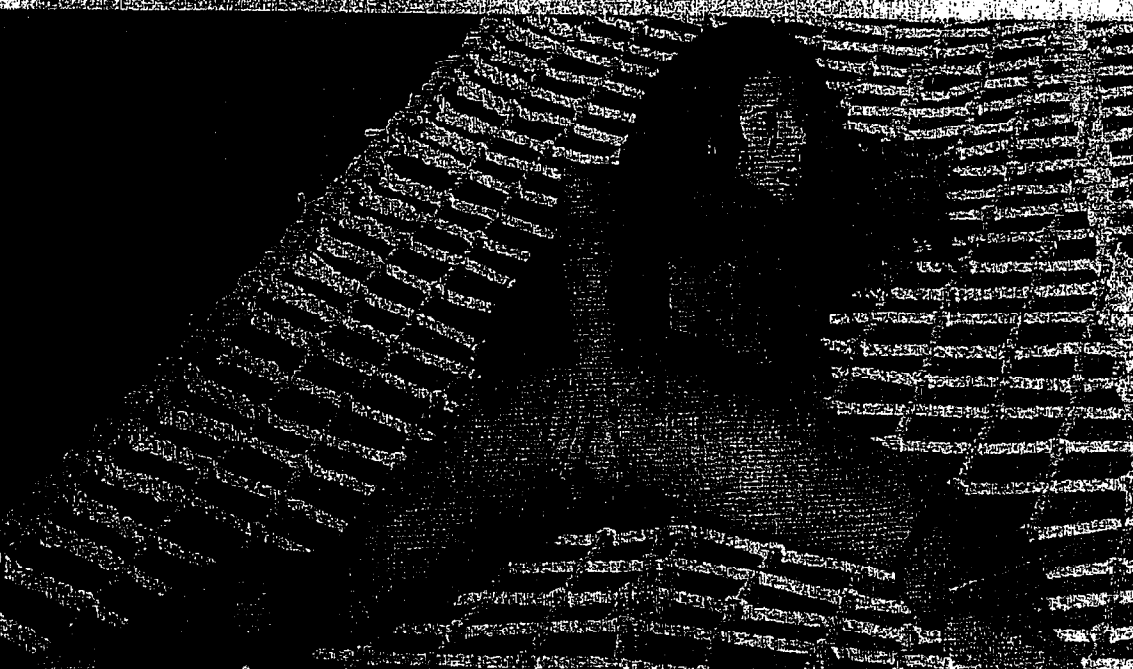
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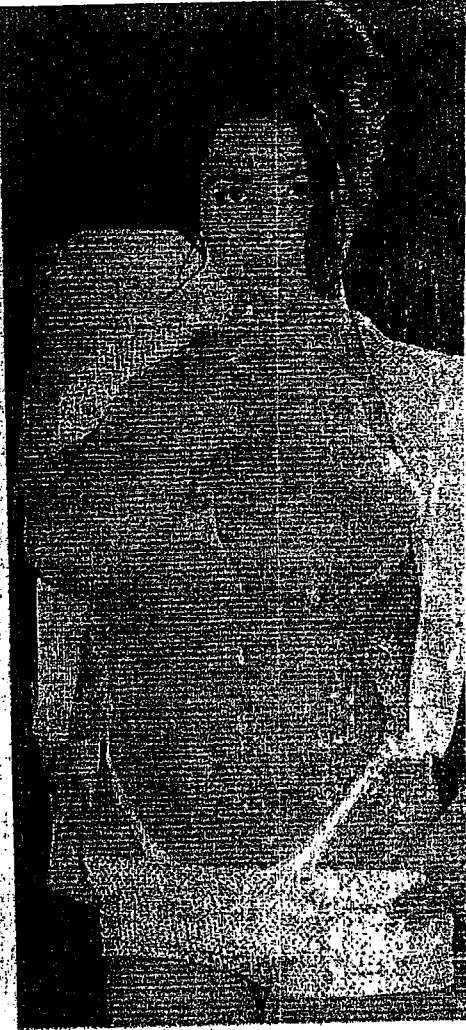


W hen

SCORE's Fantasy

Vacation became a reality, one of the first tasks was deciding which four models to invite. Yes, we took five big-bust superstars, but one of the spots was already reserved from the get-go. It belonged to the most popular big-bust model of the '90s, Chloe Vevrier. The only question was, "would Chloe sail with us?" As we found out, that was a silly question. "I wouldn't have missed it for the world," says this soft-spoken German girl who has been a reader favorite ever since she debuted in *SCORE* (Jan. '93). "I love the tropics, and I'm looking forward to going again. Especially with the men I met. They made the week very special."





Quantifying what makes a genuine phenomenon in the world of busty beauty is never an easy thing to do. Obviously, having a fantastically-formed and eye-popping set of knockers helps plenty, but to become a real superstar, one who inspires lust and devotion in equal measure, requires that something extra. With, say, Candy Samples it was a warm, mature sexuality; with Kitten Natividad it was playful exuberance. Go right through the ranks of the all-time greats and each star had an appeal all of her own. So how do you define the qualities that have taken Chloe Yevrier to the very top?

There's mystique, for one. While her videos and photospreads are in demand around the world, the lady herself remains something of an enigma. She states she's only into women when the camera's switched on, yet her on-screen performances sizzle with so much erotic intensity you can't help but think this doll just digs eating the peach. Chloe's not saying one way or another. In fact, her interviews (such as in the November 1997 DCUP) reveal a reserved, almost shy, persona. It's as though this EuroExotic is outside of the crude sexuality of the US adult biz and determined to project her own kind of eroticism, one that's far removed from the sweat-filmed, jizz-drenched carnality of the hardcore circus.

WELCOME TO HOOTER HEAVEN!

**JUNE
1998**

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BABBETT**



**CALL MY BIG
HORNY BOOBS!
SARENNA
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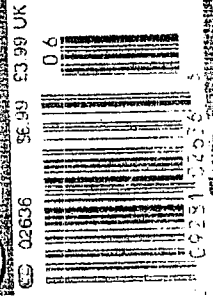


**WHEN BUSTY
BABES GO
RADI!**

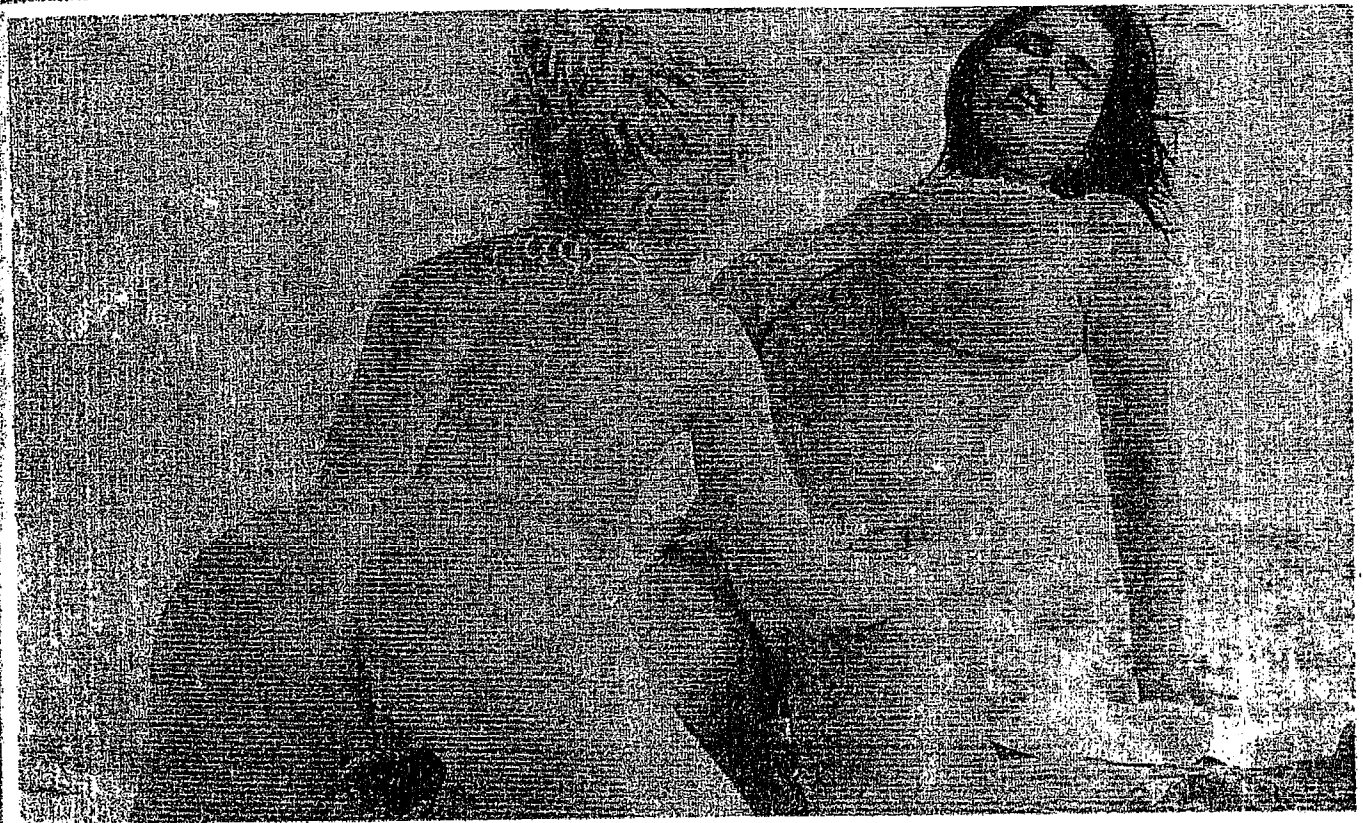
**TITS
ARE
US!**

**CUTE
YOUNG
WET &
HOT...**

**TEACH ME
SEXY!**



www.hooters.com



☒ **CHECK LIST: CHLOE VEVRIER**

Age: 25 **Height:** 5'3" **Weight:** 130 lbs.

Born: East Berlin, Germany

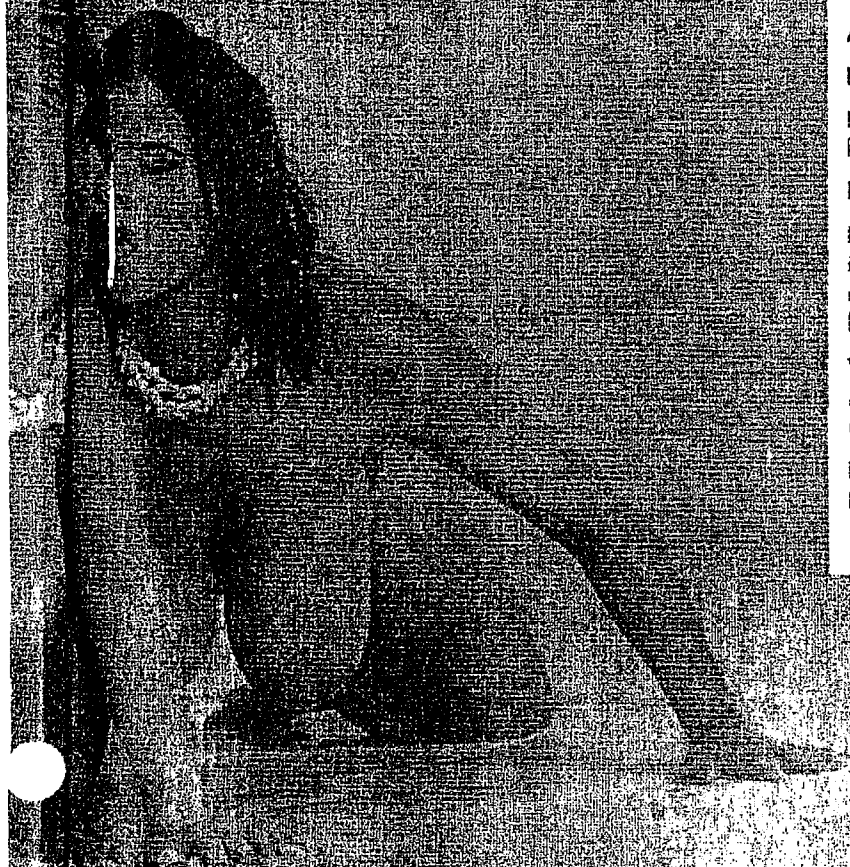
If I Had To Describe Myself, I'd Say I Was: "A flower-child. I like that '60sish lifestyle!"

Interests: "Dancing, reading, music, eastern philosophy."

Favorite Vacation Spot: "I vacation a lot in Greece, but it's hard to top sailing the Caribbean. The passengers made it so wonderful. Everybody was very interesting and fun to be with."

Videos: *The Chloe Story*, *On Location In The Bahamas*, *Big Busty #49*, *On Location: Boob Cruise*, *SCORE Busty Centerfolds #2* (all R-Rated).

Fan Club: 520 Washington Blvd., Suite 445, Marina Del Rey, California 90292.



Chloe Vavner looks like the kind of you who have been living in a cave and Danni Ashe first met at SCORE's inaugural Fantasy Vacation, which sailed the Grenadines in August 1994, and they were the judges for this year's cruise in the French West Indies. How'd it go? "Fabulous! I don't want to say too much, because I know SCORE is saving the goodies for their special issue, but if there's a better way to spend a vacation than sailing the Caribbean for a week with a bunch of great men and women, I don't know what it is," says Danni from her home in Southern California. "Uh, Danni, we really wanted to know how you and Chloe did." Okay, Chloe was wonderful! People always ask me what Chloe likes, and one of the most attractive things I've found about Chloe is her voice. She has the sweetest voice! I'd go on a cruise just to sit with her under the stars and hear her whisper sweet nothings!"



#1 IN
BIG BOOBS!

**WORLD'S
BUSTIEST
FIGURE
SKATER**
PAGE 19

**CHLOE &
DANNI ASHE**
BEACH BOFFIN'

**IN SEARCH
OF TAHITIAN
TITTIES**

**BUSTY
NYMPHOS**
SMUTTY
OUTTAKES

**VALERIE
FIELDS'**
FAREWELL
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Rachel

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BULKY DOCUMENTS

(Exceeds 300 pages)

Proceeding/Serial No: 91160119

Filed: 04-15-2005

Title: OPPOSER'S MOTION FOR
SUMMARY JUDGMENT

Part 1 of 3